

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MATCH GROUP, INC., a corporation,

Defendant.

Case No. 3:19-cv-02281-K

**Appendix in Support of Plaintiff's
Reply to Defendant's Opposition to
Motion to Amend its Complaint and
Add Defendant**

Plaintiff Federal Trade Commission ("FTC") submits this Appendix in Support of its
Reply to Defendant's Opposition to Motion to Amend its Complaint and Add Defendant:

| Ex. | Description | App. Page(s) |
|------------|---|---------------------|
| A | Declaration of M. Hasan Aijaz | App. 01-03 |
| B | Brief for Match Group, Inc. as Amicus Curiae, <i>Epic Games, Inc.</i> , vs. <i>Apple Inc.</i> , Nos.21-16506 & 21-16695 (9th Cir.) (Nov. 29, 2021) | App. 04-25 |
| C | Press Release, Match Group, Inc., Match Group Announces Pricing of Upsized Senior Notes Offering (Feb. 8, 2019) | App. 26-28 |
| D | Tinder.com, Terms of Use, available at https://policies.tinder.com/terms/us/en | App. 29-42 |
| E | OkCupid.com, Legal Information, available at https://www.okcupid.com/legal/terms | App. 53-75 |
| F | PlentyofFish.com, Terms of Use, available at forums.plentyoffish.com/terms | App. 71-96 |
| G | PlentyofFish.com, Cookie Policy, available at https://forums.plentyoffish.com/cookie-policy | App. 97-102 |

Respectfully submitted,

DATED: May 24, 2022

/s/ Sarah Zuckerman

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Attorneys for Plaintiff

FEDERAL TRADE COMMISSION

CERTIFICATE OF SERVICE

On May 24, 2022, I filed the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas. I hereby certify that I have served the document on counsel by a manner authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ Sarah Zuckerman

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MATCH GROUP, INC., a corporation,

Defendant.

Case No. 3:19-cv-02281-K

DECLARATION OF M. Hasan Aijaz

I, M. Hasan Aijaz, declare as follows:

1. I submit this declaration based on my personal knowledge in support of Plaintiff's Motion to Amend in the above-captioned case.
2. I am attorney licensed to practice in the state of Virginia and have been admitted to practice before this Court. I have been an attorney for the Federal Trade Commission ("FTC" or "Commission") since 2016 and have represented the FTC in this matter and in the FTC's investigation of Match Group, Inc. ("MGI") since they began.
3. Before the Commission voted to approve the filing of the complaint that commenced this action, MGI submitted multiple pieces of written advocacy ("White Papers") in support of their position regarding a potential FTC enforcement action. In those White Papers, MGI did not argue that it could not be held liable for the operations of the match.com website because another entity operated the site.
4. Before the Commission voted to approve the filing of the complaint that commenced this action, FTC staff and counsel for MGI engaged in settlement discussions. In the discussions I

participated in, MGI did not argue that it could not be held responsible for operations of match.com because another entity operated the site.

5. I declare under penalty of perjury that the foregoing is true and correct

Executed on this 24th day of May 2022.

Respectfully submitted,

/s/ M. Hasan Aijaz

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EXHIBIT B

Nos. 21-16506 & 21-16695

**IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

EPIC GAMES, INC.,

*Plaintiff/counter-defendant,
Appellant/cross-appellee,*

v.

APPLE INC.,

*Defendant/counter-claimant,
Appellee/cross-appellant.*

On Appeal from the United States District Court for the
Northern District of California
No. 4:20-cv-05640-YGR (Hon. Yvonne Gonzalez Rogers)

**MOTION OF TILE, MATCH GROUP, INC., BASECAMP, KNITRINO,
AND THE COALITION FOR APP FAIRNESS FOR LEAVE TO FILE
AMICI CURIAE BRIEF IN SUPPORT OF PLAINTIFF-APPELLANT AND
AFFIRMATION**

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Attorneys for *Amici Curiae*

CORPORATE DISCLOSURE STATEMENT

Pursuant to Federal Rule of Appellate Procedure 26.1(a), *amici curiae* state that they have no parent corporation and no publicly held corporation owns 10% or more of their stock.

Dated: November 29, 2021

/s/ Peter D. St. Phillip, Jr.
Peter D. St. Phillip, Jr.

INTRODUCTION

Pursuant to Federal Rule of Appellate Procedure 29(a), *amici curiae* Tile, Match Group, Inc., Basecamp, Knitrino, and The Coalition for App Fairness respectfully move for leave to participate in the above-captioned cases in support of Plaintiff-Appellant and affirmation, and to file the accompanying brief. The *amici curiae* endeavored via email to obtain the consent of all parties to the filing of the brief. Plaintiff-Appellant granted consent, and Defendant-Appellee did not.

ARGUMENT

An *amicus curiae*'s motion for leave to file a brief must state its interest in the case, as well as "the reason why an amicus brief is desirable and why the matters asserted are relevant to the disposition of the case." FED. R. APP. P. 29(a)(3). Thus, an *amicus*' motion should be granted if it demonstrates sufficient interest, desirability, and relevance. *See Monster Energy Co. v. City Beverages, LLC*, 940 F.3d 1130, 1139 n.4 (9th Cir. 2019). *Amici curiae* easily satisfy each element.

I. *Amici curiae* are uniquely interested in this appeal.

Amici curiae are a group of app developers and members of The Coalition for App Fairness ("CAF"), a non-profit organization that advocates for fair competition in the app market across several popular online platforms and app stores. CAF's members have broad experience working with app developers and

lawmakers to promote legislation that curtails anti-competitive abuse of the app market and expands consumer freedom.

CAF is comprised of sixty members, including app developers of all sizes working within varied industries. Each member of CAF sponsors mobile apps that are downloaded by consumers from Apple's App Store. Each member has been directly impacted by Apple's App Store policies and has been forced to pay Apple exorbitant rents through Apple's own in-app payment system in order to access the iOS app market.

CAF and its members are uniquely aware of the extent to which Apple's App Store policies cut into consumer purchasing power and stifle developer revenue. The U.S. House Judiciary Committee has found that "Apple's monopoly power over software distribution to iOS devices has resulted in harms to competitors and competition, reducing quality and innovation among app developers, and increasing prices and reducing choices for consumers."¹ CAF actively promotes policies that establish a level playing field for app stores, developers, and consumers.²

¹ Press release, House Committee on the Judiciary, Judiciary Antitrust Subcommittee Investigation Reveals Digital Economy Highly Concentrated, Impacted By Monopoly Power (Oct 6, 2020) found at: <https://judiciary.house.gov/news/documentsingle.aspx?DocumentID=3429>.

² See, e.g., Coalition for App Fairness Statement on Klobuchar, Grassley Anti-Preferencing Proposal, found at: <https://appfairness.org/coalition-for-app-fairness-statement-on-klobuchar-grassley-anti-preferencing-proposal/>; https://appfairness.org/cpt_resources/digital-markets-act/.

Amici curiae seek to be heard by this Court in support of affirmation of the district court's decision because of its longstanding interest in ending Apple's anti-competitive practices.

II. *Amici* assert policy arguments that are relevant to the disposition of this case.

As explained in detail in the accompanying brief, *amici curiae* seek to provide the app development industry's expertise on the nature and function of in-app payment systems. The industry's perspective is especially desirable in this appeal because of the effects that the court's injunction has on the online application market at large. *Amici curiae*'s brief explains how Apple's anti-steering provisions impact the multi-billion-dollar online application industry, not limited to Epic alone. For this reason, the district court considered trial testimony from *amicus curiae* Match, discussing its own difficulties working with Apple's App Store policy. (Ex. Depo. 1 at 24:23-25:5, 158:4-159:14 (Ong).) *Amici curiae* provide a crucial perspective on the wider economic consequences of Apple's anticompetitive practices.

CONCLUSION

The Court should grant *amici curiae* leave to file its brief in support of Plaintiff-Appellant and affirmation.

Dated: November 29, 2021

Respectfully submitted,

/s/ Peter D. St. Phillip, Jr.

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CERTIFICATE OF COMPLIANCE

Pursuant to Fed. R. App. P. 32(a)(7), I certify that:

This brief complies with the type-volume limitation of FED. R. APP. P. 32(a)(7)(B) because this brief contains 642 words, excluding the parts of the brief exempted by FED. R. APP. P. 32(f).

This brief complies with the typeface requirements of FED. R. APP. P. 32(a)(5) and the type style requirements of FED. R. APP. P. 32(a)(6) because this brief has been prepared in a proportionately spaced typeface using Microsoft Word Times New Roman 14-point font.

Dated: November 29, 2021

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Knitrino, and the Coalition for App Fairness

CERTIFICATE OF SERVICE

I hereby certify that on November 29, 2021, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system.

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system.

Dated: November 29, 2021

/s/Peter D. St. Phillip, Jr.
Peter D. St. Philip, Jr.

Nos. 21-16506 & 21-16695

**IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

EPIC GAMES, INC.,

*Plaintiff/counter-defendant,
Appellant/cross-appellee,*

v.

APPLE INC.,

*Defendant/counter-claimant,
Appellee/cross-appellant.*

On Appeal from the United States District Court for the
Northern District of California
No. 4:20-cv-05640-YGR (Hon. Yvonne Gonzalez Rogers)

**BRIEF OF AMICI CURIAE TILE, MATCH GROUP, INC., BASECAMP,
KNITRINO, AND THE COALITION FOR APP FAIRNESS IN SUPPORT
OF EPIC GAMES, INC.'S OPPOSITION TO DEFENDANT-APPELLEE'S
MOTION FOR ADMINISTRATIVE STAY AND TO STAY INJUNCTION
PENDING APPEAL**

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CORPORATE DISCLOSURE STATEMENT

Pursuant to Federal Rule of Appellate Procedure 26.1(a), *amici curiae* state that they have no parent corporation and no publicly held corporation owns 10% or more of their stock.

Dated: November 29, 2021

/s/ Peter D. St. Phillip, Jr.

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SOURCE OF AUTHORITY TO FILE

This Court has granted *amici curiae*'s motion for leave to file this brief. *See* FED. R. APP. P. 29(a)(2).

FED. R. APP. P. 29(a)(4)(E) STATEMENT

Pursuant to FED. R. APP. P. 29(a)(4)(E), *amici curiae* declare that: (1) no party's counsel authored this brief in whole or in part; (2) no party or party's counsel contributed money intended to fund preparing or submitting the brief; and (3) no person—other than the *amici curiae*, its members, or its counsel—contributed money that was intended to fund preparing or submitting this brief.

STATEMENT OF IDENTITY AND INTEREST OF AMICUS CURIAE

Amicus Curiae Tile is a San Mateo, California-based consumer electronics company which manufactures tracking devices that users attach to everyday belongings such as keys and bags. Tile’s mobile apps allow consumers to track and locate lost items through Bluetooth.

Amicus Curiae Match Group, Inc. (“Match”) is a Dallas, Texas-based online dating service which operates dating web sites in over 50 countries. Originally founded in 1993, Match operates www.match.com and mobile apps.

Amicus Curiae Basecamp is a Chicago, Illinois-based web software company. Founded in 1999, Basecamp provides project management web application services online and through its mobile apps.

Amicus Curiae Knitrino is a Seattle, Washington-based company that hosts online interactive knitting communities. Cue Knitrino is a mobile app that Knitrino operates.

Amici Curiae Tile, Match, Basecamp and Knitrino all sponsor mobile apps that are available for consumers to download and operate in Apple’s App Store.

Amicus Curiae The Coalition for App Fairness (“CAF”) is an independent nonprofit organization that advocates for freedom of choice and fair competition across Appellee/Cross-Appellant Apple Inc.’s App Store. The additional amici curiae are all members of CAF.

ARGUMENT

As a group of app developers large and small, *amici curiae* view the district court’s injunction against Apple’s anti-steering provisions as a vital cure for an extremely harmful and anticompetitive practice in a mammoth sector of the United States economy.¹ Granting a stay of the district court’s injunction would deny the amici here and other developers like them the relief they badly need during the (potentially lengthy) pendency of this appeal. This Court has previously considered harms to third parties in denying motions to stay injunctions pending appeal. *See, e.g., Doe #1 v. Trump*, 957 F.3d 1050, 1068 (9th Cir. 2020) (denying motion to stay preliminary injunction pending appeal preventing enforcement of presidential proclamation in part due to potential harm to governments of third-party states). It should not hesitate to do the same here, where many developers are relying on the relief the district court’s injunction provides.

Apple’s anti-steering “gag” provision prohibited developers from using buttons, external links, or other calls to action to direct consumers to other ways of purchasing digital goods beyond Apple’s own in-app payment system. In enjoining Apple from enforcing this provision, the district court properly weighed and considered evidence from app developers beyond Epic alone, including *amicus*

¹ Apple’s iOS application revenue in 2020 was approximately \$72.3 billion, representing approximately 65% of the sales of the total revenue from the 2 main app stores—Android and Apple. www.businessofapps.com/data/app-revenues (last visited Nov. 29, 2021).

curiae Match. Match testified at trial that it had requested permission from Apple to send emails or push notifications to users directing them to Match’s website for lower prices, which Apple refused. (Ex. Depo. 1 at 24:23-25:5, 158:4-159:14 (Ong).) This evidence supported the district court’s finding that “Apple’s anti-steering restrictions artificially increase Apple’s market power by preventing developers from communicating about lower prices on other platforms.” A-A at 93.² The district court correctly noted that push notifications and email outreach to consumers are two of the top three most effective marketing activities. *Id.* at 163. Without such direct communication from app developers, consumers are unlikely even to know that alternate payment options exist, let alone to use them. *Id.* at 165 (Apple “enforced silence to control information and actively impede[d] users from obtaining the knowledge to obtain digital goods on other platforms.”). Stripped of the most powerful tools in their toolbox, even large developers cannot hope to compete effectively. They are caught between two bad choices: swallowing the supracompetitive commission as high as 30% which Apple extracts through its in-app payment system, or losing access to the entire, massive universe of iOS app users altogether. *Id.* at 163 (“The costs to developer[s] are higher because competition is not driving the commission rate.”); *id.* at 93; E-A at 363:4-364:17 (CEO of app developer Down Dog testifying that average subscription price for

² Citations to “A-[letter]” refer to Apple’s Exhibits. Citations to “E-[letter]” refer to Epic’s Exhibits.

iOS users is roughly 15% higher than on Android due to Apple’s prohibition on telling users about discounted purchase options on the web); *id.* at 366:6-367:10 (inability to steer users to cheaper subscription on the web resulted in a 28% reduction in the number of [Down Dog] subscribers).)

Further, Apple’s stranglehold on the app market as a whole means that its anticompetitive practices have limited the ways that developers can operate their businesses. *Amicus curiae* Knitrino, for example, was forced to jettison its desired strategy of offering both digital and physical goods to consumers through its app, because Apple insisted that digital goods could *only* be sold through Apple’s payment system, and that physical goods could *only* be sold outside of it. Both businesses and consumers suffer when businesses cannot offer their goods and services in the way that they want. And as the district court also correctly pointed out, this type of harm (not just increased cost, but also decreased freedom) is continuing, irreparable, and “not easily remedied with money damages.” A-A at 166. The district court’s injunction finally lifted this burden, under which developers have been struggling for more than a decade. *See id.* at 119. Apple must not be permitted to return to reaping windfalls at developers’, consumers’, and the public’s expense.

In the wake of the district court’s injunction, *amici curiae* and other developers like them have finally begun to witness the benefits that a modern,

digital marketplace freed from Apple's anticompetitive muzzle provides their products, services, and customers. Companies have already announced their own in-app payment systems at a cost of one-third of that charged by Apple through their in-app payment system.³ Without being forced into Apple's in-app payment system and paying the required up to 30% fee, app developers such as amicus Match announced their plans to offer reduced subscriptions to customers who pay directly.⁴ In addition, some plan to use "any potential savings from the payment changes to invest in new products or hire more people."⁵ Developers have only just begun to open doors previously locked to them, behind which we find greater competition, innovation, and choice. All of this progress will be undone by the stay Apple seeks.

CONCLUSION

During the pendency of this appeal, *amici curiae* mobile application sponsors will suffer concrete and irreparable harm should the Court stay the enforcement of the District Court's anti-steering injunction. Antitrust law and policy demand that market participants be free to offer competitive prices to their

³ Mitchell Clark, *After Epic v. Apple, a small developer is challenging Apple's in-app payment system*, THE VERGE (Oct. 7, 2021, 2:39 PM EDT) <https://www.theverge.com/2021/10/7/22714677/apple-in-app-payment-competitor-paddle-epic-ruling>.

⁴ Kristin Broughton, *Match Group Hopes for Savings From Looser App-Store Payment Rules*, THE WALL STREET JOURNAL (Sept. 16, 2021, 8:00 AM ET) (<https://www.wsj.com/articles/match-group-hopes-for-savings-from-looser-app-store-payment-rules-11631793601>).

⁵ *Id.*

customers. Because Apple's contracts so overtly stifle price competition, there is no reason for this Court to stay the injunction while this appeal pends.

Dated: November 29, 2021

Respectfully submitted,

/s/ Peter D. St. Phillip, Jr.

Peter D. St. Phillip, Jr.

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Knitrino, and The Coalition for App

Fairness

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Dated: November 29, 2021

/s/ Peter D. St. Phillip, Jr.
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Dated: November 29, 2021

/s/ Peter D. St. Phillip, Jr.
Peter D. St. Philip, Jr.

EXHIBIT C

IR MENU ▾

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PRESS RELEASE

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MATCH GROUP ANNOUNCES PRICING OF UPSIZED SENIOR NOTES OFFERING

February 8, 2019

DALLAS, Feb. 8, 2019 /PRNewswire/ -- Match Group (NASDAQ: MTCH) announced today that it has agreed to sell \$350 million aggregate principal amount of 5.625% senior notes due 2029 (the "Notes") in an upsized private offering (the "Offering"). The Offering is expected to close on February 15, 2019.

Match Group intends to use the proceeds of the Offering to repay borrowings under its existing revolving credit facility, to pay expenses associated with the Offering, and for general corporate purposes.

The Offering is being made only to persons reasonably believed to be qualified institutional buyers in accordance with Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and to certain non-U.S. persons in accordance with Regulation S under the Securities Act. The Notes will not be registered under the Securities Act and may not be offered or sold without registration unless an exemption from such registration is available.

This notice is issued pursuant to Rule 135c of the Securities Act and does not constitute an offer to sell the Notes, nor a solicitation for an offer to purchase the Notes.

About Match Group

Match Group (NASDAQ: MTCH) is a leading provider of dating products available in over 40 languages to our users all over the world through applications and websites we own and operate. We operate a portfolio of brands, including Tinder, Match, PlentyOfFish, Meetic, OkCupid, OurTime, Pairs, and Hinge, as well as a number of other brands, each designed to increase our users' likelihood of finding a meaningful connection. Through our portfolio of trusted brands, we provide tailored products to meet the varying preferences of our users.

Forward-Looking Statements

[Skip to main content](#)


This press release contains forward-looking statements regarding the future performance of Match Group, within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are subject to a variety of risks and uncertainties that could cause actual results to differ materially from current

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View original content to download multimedia:<http://www.prnewswire.com/news-releases/match-group-announces-pricing-of-up-sized-senior-notes-offering-300792628.html>

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<https://ir.mtch.com/news-and-events/press-releases/press-release-details/2019/Match-Group-Announces-Pricing-of-Upsized-Senior-Notes-Offering/def...> 2/2

EXHIBIT D



Terms of Use

Last revised on February 28, 2022

Welcome to Tinder, operated by Match Group, LLC (“us,” “we,” the “Company” or “Tinder”). Together you and Tinder may be referred to as the “Parties” or separately as “Party.”

Notice to California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using your Apple ID, refunds are handled by Apple, not Tinder. If you wish to request a refund, please visit <https://getsupport.apple.com>. If you subscribed using your Google Play Store account or through Tinder Online, [contact customer support](#)

1. Acceptance of Terms of Use Agreement.

By creating a Tinder account or by using any Tinder service, whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by (i) these Terms of Use, (ii) our [Privacy Policy](#), [Cookie Policy](#), [Safety Tips](#), and [Community Guidelines](#), each of which is incorporated by reference into this Agreement, and (iii) any terms disclosed to you if you purchase or have purchased additional features, products or services we offer on the Service (collectively, this “Agreement”). If you do not accept and agree to be bound by all of the terms of this Agreement, you should not access or use the Service.

PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION 15 BELOW. THESE GOVERN THE MANNER IN WHICH CLAIMS WILL BE ADDRESSED BETWEEN YOU AND TINDER. THESE PROVISIONS INCLUDE A MANDATORY PRE-ARBITRATION INFORMAL DISPUTE RESOLUTION PROCESS, AN ARBITRATION AGREEMENT, SMALL CLAIMS COURT ELECTION, CLASS ACTION WAIVER, ADDITIONAL PROCEDURES FOR MASS ARBITRATION FILINGS, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS TYPICALLY LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

We may make changes to this Agreement and to the Service from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, **App. 30**

new features, or changes in business practices. The most recent version of this

Agreement will be posted on the Service under Settings and also on gotinder.com, and

you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes to your rights or obligations, we will notify you in advance of the changes (unless we're unable to do so under applicable law) by reasonable means, which could include notification through the Service or via email. If you continue to use the Service after the changes become effective, then you agree to the revised Agreement. You agree that this Agreement shall supersede any prior agreements (except as specifically stated herein), and shall govern your entire relationship with Tinder, including but not limited to events, agreements, and conduct preceding your acceptance of this Agreement.

2. Eligibility.

You must be at least 18 years of age to create an account on Tinder and use the Service. By creating an account and using the Service, you represent and warrant that:

- you can form a binding contract with Tinder,
- you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction (for example, you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition),
- you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements,
- you have not committed, been convicted of, or pled no contest to a felony, a sex crime, or any crime involving violence or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Service, and that you are not required to register as a sex offender with any state, federal or local sex offender registry,
- you will use the latest version of the Service (via app or website),
- you do not have more than one account on the Service, and
- you have not previously been removed from the Service by us, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, all authorization to access our Service or systems is automatically revoked, and you must immediately delete your account.

3. Your Account.

In order to use Tinder, you may sign in using a number of ways, including by telephone number, Apple login, or Facebook login. If you choose to use your Facebook login, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile. For more information regarding the information we collect from you and how we use it, please consult our [Privacy Policy](#).

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for Tinder, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately [contact us](#).

4. Modifying the Service and Termination.

Tinder is always striving to improve the Service and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them. We may even suspend the Service entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

You may terminate your account at any time, for any reason, by following the instructions in “Settings” in the Service. **However, if you use a third party payment account such as Apple’s App Store or iTunes Store, as applicable or the Google Play Store, you will need to manage in app purchases through such an account to avoid additional billing.**

Tinder may terminate your account at any time without notice if it believes that you have violated this Agreement. Upon such termination, you will not be entitled to any refund for purchases. After your account is terminated, this Agreement will terminate, except that the following provisions will still apply to you and Tinder: Section 4, Section 5, and Sections 12 through 19.

5. Safety; Your Interactions with Other Members.

You agree to treat other users in a courteous and respectful manner, both on and off our Services and to be respectful when communicating with any of our customer care representatives or other employees. Though Tinder strives to encourage a respectful member experience through features like the double opt-in that allows members to

communicate only after they have both indicated interest in one another, **Tinder is not responsible for the conduct of any member on or off of the Service. You agree to use**

caution in all interactions with other members, particularly if you decide to communicate off the Service or meet in person. In addition, you agree to review and follow Tinder's [Safety Tips](#) prior to using the Service. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money to other members.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT TINDER DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. TINDER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OR COMPATIBILITY OF MEMBERS. TINDER RESERVES THE RIGHT TO CONDUCT – AND YOU AUTHORIZE TINDER TO CONDUCT – ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS OBTAINED BY IT OR WITH THE ASSISTANCE OF A CONSUMER REPORTING AGENCY, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE.

6. Rights Tinder Grants You.

Tinder grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use the Service. This license is for the sole purpose of letting you use and enjoy the Service's benefits as intended by Tinder and permitted by this Agreement. This license and any authorization to access the Service are automatically revoked in the event that you do any of the following:

- use the Service or any content contained in the Service for any commercial purposes without our written consent.
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without Tinder's prior written consent.
- express or imply that any statements you make are endorsed by Tinder.
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.

- use the Service in any way that could interfere with, disrupt or negatively affect the

Service or the servers or networks connected to the Service.

- upload viruses or other malicious code or otherwise compromise the security of the Service.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service.
- “frame” or “mirror” any part of the Service without Tinder’s prior written authorization.
- use meta tags or code or other devices containing any reference to Tinder or the Service (or any trademark, trade name, service mark, logo or slogan of Tinder) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
- use or develop any third-party applications that interact with the Service or other members’ Content or information without our written consent.
- use, access, or publish the Tinder application programming interface without our written consent.
- probe, scan or test the vulnerability of our Service or any system or network.
- encourage, promote, or agree to engage in any activity that violates this Agreement.

Tinder may investigate and take any available legal action in response to illegal and / or unauthorized uses of the Service, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device’s settings.

7. Rights you Grant Tinder.

By creating an account, you grant to Tinder a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify, reformat, incorporate into other works, advertise, distribute, and otherwise make available to the general public information you authorize us to access from third parties such as Facebook, Google, or Apple, as well as any information you post, upload, display or otherwise make available (collectively, “post”) on the Service or transmit to other members (collectively, “Content”). Tinder’s license to your Content shall be non-exclusive, except that Tinder’s license shall be exclusive with respect to derivative works created through use of the Service. For example, Tinder would have an exclusive license to screenshots of the Service that include your Content. In addition, so that Tinder

can prevent the use of your Content outside of the Service, you authorize Tinder to act on your behalf with respect to infringing uses of your Content taken from the Service by

other members or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if your Content is taken and used by third parties outside of the Service. Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other members and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Tinder members).

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to Tinder above.

You understand and agree that we may monitor or review any Content you post as part of the Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening, harassing, or offensive, we reserve the right to immediately terminate your account.

In consideration for Tinder allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service. By submitting suggestions or feedback to Tinder regarding our Service, you agree that Tinder may use and share such feedback for any purpose without compensating you.

You agree that Tinder may access, store, and disclose your account information and Content if required to do so by law, by performing its agreement with you, or in a good faith belief that such access, storage or disclosure satisfies a legitimate interest, including to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. Community Rules.

By using the Service, you agree that you will not:

- use the Service for any purpose that is illegal or prohibited by this Agreement.
- use the Service for any harmful or nefarious purpose.
- use the Service in order to damage Tinder.
- violate our [Community Guidelines](#), as updated from time to time.
- spam or solicit money or other items of value from another member, whether as a gift, loan, or other form of compensation, or otherwise defraud any members.
- impersonate any person or entity or post any images of another person without his or her permission.
- bully, “stalk,” intimidate, assault, harass, mistreat or defame, or otherwise mistreat any person.
- post any Content that violates or infringes anyone’s rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right.
- post any Content that is hate speech, threatening, sexually explicit or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- post any Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person’s personal information without his or her permission.
- use another user’s account, share an account with another user, or maintain more than one account.
- misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity.
- create another account if we have already terminated your account, unless you have our permission.

Tinder reserves the right to investigate and/or terminate your account without a refund of any purchases if you have violated this Agreement, misused the Service or behaved in a way that Tinder regards as inappropriate or unlawful, including actions or communications that occur on or off the Service. In addition, in certain instances, we may terminate your account for violating the applicable terms of any of the Match Group family of businesses, which includes in addition to Tinder, services such as Hinge, OkCupid, Plenty of Fish, Match, BlackPeopleMeet, LoveScout24, OurTime, and others (for more details, click [here](#)). In the event that you violate these rules or our [Community Guidelines](#),

your authorization to use the Service will be automatically revoked.

9. Other Members' Content.

Although Tinder reserves the right to review and remove Content that violates this Agreement, such Content is the sole responsibility of the member who posts it, and Tinder cannot guarantee that all Content will comply with this Agreement. If you see Content on the Service that violates this Agreement, please report it within the Service or via [our contact form](#).

10. Purchases.

Generally. From time to time, Tinder may offer products and services for purchase (“in app purchases”) through the App Store, Google Play Store, carrier billing, Tinder direct billing or other payment platforms authorized by Tinder. If you choose to make an in app purchase, you will be prompted to confirm your purchase with the applicable payment provider, and your method of payment (be it your card or a third party account such as Google Play Store or the App Store) (your “Payment Method”) will be charged for the in app purchase at the prices displayed to you for the service(s) you’ve selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize Tinder or the third party account, as applicable, to charge you.

Auto-Renewal. If you purchase an auto-recurring periodic subscription through an in app purchase, your Payment Method will continue to be billed for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. Your card payment information will be stored and subsequently used for the automatic card payments in accordance with the Agreement.

If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your third party account (or Settings on Tinder, if applicable) and follow the instructions to terminate or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the Tinder application from your device. Deleting your account on Tinder or deleting the Tinder application from your device does not terminate or cancel your subscription; Tinder will retain all funds charged to your Payment Method until you terminate or cancel your subscription on Tinder or the third party account, as applicable. If you terminate or cancel your subscription, you may use your subscription until the end of your then-current subscription term, and your subscription will not be renewed after your then-current term expires.

Additional Terms that apply if you pay Tinder directly with your Payment Method. If you pay Tinder directly, Tinder may correct any billing errors or mistakes that it makes even if it has already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Tinder may terminate your account immediately in its sole discretion.

You may edit your Payment Method information by visiting Tinder and going to Settings. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information, terminate or cancel your subscription, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If you reside outside of the Americas, you agree that your payment to Tinder will be through MTCH Technology Services Limited.

Virtual Items. From time to time, you may be able to purchase, earn, or be granted a limited, personal, non-transferable, non-sublicensable, revocable license to use “virtual items,” which could include virtual products or virtual “coins” or other units that are exchangeable within the Service for virtual products (collectively, “Virtual Items”). Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use, however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, when Tinder ceases providing the Service, or your account is otherwise closed or terminated. Tinder, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and may distribute Virtual Items with or without charge. Tinder may manage, regulate, control, modify or eliminate Virtual Items at any time. Tinder shall have no liability to you or any third party in the event that Tinder exercises any such rights. Virtual Items may only be redeemed through the Service. ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE. The provision of Virtual Items for use in the Service is a service that commences immediately upon the acceptance of your purchase of such Virtual Items. YOU ACKNOWLEDGE THAT TINDER IS NOT REQUIRED TO PROVIDE A REFUND IN RESPECT OF VIRTUAL ITEMS FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN

ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

Refunds. Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. We may make an exception if a refund for a subscription offering is requested within fourteen days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin, the terms below apply:

You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription, which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of Tinder) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription, which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

To request a refund:

If you made a purchase using your Apple ID, refunds are handled by Apple, not Tinder. To request a refund, go to the App Store, click on your Apple ID, select "Purchase history," find the transaction and hit "Report Problem". You can also submit a request at <https://getsupport.apple.com>.

If you subscribed using your Google Play Store account or through Tinder directly: please contact [customer support](#) with your order number for the Google Play Store (you can find the order number in the order confirmation email or by logging in to Google Wallet) or Tinder (you can find this on your confirmation email). You may also mail or deliver a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect. Please also include the email address or mobile number associated with your account along with your order number. This notice shall be sent to: Tinder, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (in addition, Ohio members may send a facsimile to 214-853-4309).

Pricing Tinder operates a global business, and our pricing varies by a number of factors. We frequently offer promotional rates - which can vary based on region, length of subscription, bundle size and more. We also regularly test new features and new

options.

11. Notice and Procedure for Making Claims of Copyright Infringement.

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please submit a takedown request using the form [here](#).

If you contact us regarding alleged copyright infringement, please be sure to include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including address, telephone number and email address, and the copyright owner's identity;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Tinder will terminate the accounts of repeat infringers.

12. Disclaimers.

TINDER PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TINDER DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE DISCOVERED OR CORRECTED. OR (C) THAT ANY CONTENT OR

INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICE WILL BE ACCURATE, OR APPROPRIATE FOR YOUR PURPOSES.

TINDER ASSUMES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER MEMBER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

TINDER DISCLAIMS AND ASSUMES NO RESPONSIBILITY FOR ANY CONDUCT OF YOU OR ANY OTHER MEMBER, ON OR OFF THE SERVICE.

13. Third Party Services.

The Service may contain advertisements and promotions offered by third parties and links to other web sites or resources. Tinder is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you. Tinder is not responsible or liable for such third parties' terms or actions.

14. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TINDER, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, FIXED, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) THE CONDUCT OR CONTENT OF ANY MEMBERS OR THIRD PARTIES ON OR THROUGH ANY OF OUR WEBSITES OR IN CONNECTION WITH THE SERVICE; OR (III) ANY UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF TINDER HAS BEEN ADVISED AT ANY TIME OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TINDER'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO TINDER DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST TINDER, WHETHER IN LAW OR IN EQUITY, IN ANY TRIBUNAL. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE

APPLIES (i) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED (WHETHER DEFAULT, CONTRACT, TORT, STATUTE, OR OTHERWISE), (ii) IRRESPECTIVE OF THE TYPE OF BREACH OF OBLIGATIONS, AND (iii) WITH RESPECT TO ALL EVENTS, THE SERVICE, AND THIS AGREEMENT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. Dispute Resolution Section

In the unlikely event that we have a legal dispute, here is how the Parties agree to proceed, except where prohibited by applicable law.

Any Subsection in this Dispute Resolution Section that is prohibited by law shall not apply to the users residing in that jurisdiction.

15a. INFORMAL DISPUTE RESOLUTION PROCESS

If you are dissatisfied with our Service for any reason, please contact Tinder Customer Service first so we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a dispute, claim or controversy against Tinder, these terms will apply. For purposes of this Dispute Resolution Process and Arbitration Procedures set forth in Section 15, "Tinder" shall include our affiliates, employees, licensors, and service providers.

Tinder values its relationship with you and appreciates the mutual benefit realized from informally resolving Disputes (as defined below). Before formally pursuing a Dispute in arbitration or small claims court, you agree to first send a detailed notice ("Notice") to Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA. If Tinder has a Dispute with you, Tinder agrees to first send a Notice to you at your most recent email address on file with us, or, if no email address is on file, other contact information associated with your account. Your Notice must contain all of the following information: (1) your full name; (2) information that enables Tinder to identify your account, including a picture or screenshot of your profile, your address, mobile phone number, email address, and date of birth you used to register your account if any; and (3) a detailed description of your Dispute, including the nature and factual basis of your claim(s) and the relief you are

seeking with a corresponding calculation of your alleged damages (if any). You must

personally sign this Notice for it to be effective. Tinder's Notice must likewise set forth a

detailed description of its Dispute, which shall include the nature and factual basis of its claim(s) and the relief it is seeking, with a corresponding calculation of our damages (if any). You and Tinder agree to then negotiate in good faith in an effort to resolve the Dispute. As part of these good faith negotiations, if Tinder requests a telephone conference with you to discuss your Dispute, you agree to personally participate, with your attorney if you're represented by counsel. Likewise, if you request a telephone conference to discuss Tinder's Dispute with you, Tinder agrees to have one representative participate. This informal process should lead to a resolution of the Dispute. However, if the Dispute is not resolved within 60 days after receipt of a fully completed Notice and the Parties have not otherwise mutually agreed to an extension of this informal dispute resolution time period, you or Tinder may initiate an arbitration (subject to a Party's right to elect small claims court as provided below).

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action. Failure to do so is a breach of this Agreement. The statute of limitations and any filing fee deadlines will be tolled while you and Tinder engage in this informal dispute resolution process. Unless prohibited by applicable law, the arbitration provider, National Arbitration and Mediation ("NAM"), shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of this informal dispute resolution process were fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action.

15b. INDIVIDUAL RELIEF: CLASS ACTION AND JURY TRIAL WAIVER

TO THE FULLEST EXTENT ALLOWABLE BY LAW, YOU AND TINDER EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF INDIVIDUAL ARBITRATION (EXCEPT FOR SMALL CLAIMS COURT AS PROVIDED ABOVE). YOU AND TINDER EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS, INCLUDING ANY CURRENTLY PENDING ACTIONS AGAINST TINDER. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL BASIS. THE ARBITRATOR CAN AWARD THE SAME RELIEF AVAILABLE IN COURT PROVIDED THAT THE ARBITRATOR MAY ONLY AWARD FINAL RELIEF

(INCLUDING INJUNCTIVE OR DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE FINAL

RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD FINAL RELIEF FOR, AGAINST, OR ON BEHALF OF ANYONE WHO IS NOT A PARTY TO THE ARBITRATION ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. IF A COURT DETERMINES THAT ANY OF THESE PROHIBITIONS IN THIS PARAGRAPH ARE UNENFORCEABLE AS TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), AND ALL APPEALS OF THAT DECISION ARE EXHAUSTED OR THE DECISION IS OTHERWISE FINAL, THEN YOU AND TINDER AGREE THAT THAT PARTICULAR CLAIM OR REQUEST FOR RELIEF SHALL PROCEED IN COURT BUT SHALL BE STAYED PENDING INDIVIDUAL ARBITRATION OF THE REMAINING CLAIMS FOR RELIEF THAT YOU HAVE BROUGHT. IF THIS SPECIFIC PARAGRAPH IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION (EXCEPT FOR THE JURY TRIAL WAIVER AND THE INFORMAL DISPUTE RESOLUTION PROCESS) SHALL BE NULL AND VOID. THIS PARAGRAPH IS AN ESSENTIAL PART OF THIS ARBITRATION AGREEMENT.

15c. DISPUTE RESOLUTION THROUGH ARBITRATION OR SMALL CLAIMS COURT

Any dispute, claim, or controversy between you and Tinder (that is not resolved informally by Tinder Customer Service or as provided under subsection 15a above) that arises from or relates in any way to this Agreement (including any alleged breach of this Agreement), the Service, or our relationship with you (collectively, "Dispute"), shall be exclusively resolved through BINDING INDIVIDUAL ARBITRATION except as specifically provided otherwise in this Dispute Resolution Section. "Dispute" as used in this Agreement shall have the broadest possible meaning and include claims that arose before the existence of this or any prior Agreement and claims that arise during the term of this Agreement or after the termination of this Agreement. Notwithstanding the foregoing, either you or Tinder may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court's jurisdiction shall be determined by the small claims court. All other issues (except as otherwise provided herein) are exclusively for the Arbitrator to decide, including but not limited to scope and enforceability of this Dispute Resolution Section, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed. If you or Tinder challenges the small claims court election in your Dispute, and a court of competent jurisdiction determines that the small claims court election is unenforceable, then such election shall be severed from this

Agreement as to your Dispute. However, such court determination shall not be considered or deemed binding with respect to Tinder's other contracting parties.

Any court proceeding to enforce this Dispute Resolution Section 15, including any proceeding to confirm, modify, or vacate an arbitration award, must be commenced in accordance with Section 17. In the event Dispute Resolution Section 15 is for any reason held to be unenforceable, any litigation against Tinder (except for small claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to those courts' exercise of personal jurisdiction over you for such purposes and waive any claim that such courts constitute an inconvenient forum.

15d. INDIVIDUAL ARBITRATION AND MASS ARBITRATION PROTOCOLS

This subsection 15d applies to Disputes that are submitted to NAM after fully completing the informal Notice and Dispute resolution process described in subsection 15a above and when no small claims court election is made by either Party. Any arbitration between you and Tinder shall be administered by NAM in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time any demand for arbitration is filed with NAM, as modified by this Dispute Resolution Section 15. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM's National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address commercial@namadr.com. If NAM is unable or unwilling to perform its duties under this Agreement, the Parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM's role consistent with this Agreement. If the Parties are unable to agree, they will petition a court of competent jurisdiction to appoint an administrator that will assume NAM's duties under this Agreement.

The Parties agree that the following procedures will apply to any Arbitrations initiated under this Dispute Resolution Section:

- 1. Commencing an Arbitration** – To initiate an arbitration, you or Tinder shall send to NAM a demand for arbitration ("Demand for Arbitration") that describes the claim(s) and request for relief in detail, consistent with the requirements in this Agreement and NAM Rules. If you send a Demand for Arbitration, you shall also send it to Tinder at Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA, within 10 days of delivery of the Demand for Arbitration to NAM. If Tinder sends a Demand for Arbitration, we will also send it to your mailing address on file with us within the same 10-day period. If your mailing address is unavailable, we will send it to your email address on file, or if no email address is on file, other contact information associated

with your account. The arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any such demand for arbitration that fails to certify in writing that the Party meets the requirements of Dispute Resolution Section 15 or if either Party elects small claims court as set forth above.

2. **Fees** – The payment of all fees shall be governed by the NAM Rules, except to the extent that the case is a part of a Mass Filing (as defined below) or the NAM fees and costs (including Arbitrator fees) paid by either Party are reallocated upon order of the Arbitrator following a determination that (a) either Party breached Section 15 of this Agreement, (b) such reallocation is called for under this Agreement, or (c) reallocation is otherwise permitted under applicable law. Upon a showing to Tinder of your financial hardship we will consider a good faith request made by you to pay your portion of the applicable consumer portion of the filing fee. Tinder is committed to ensuring that arbitration costs to consumers do not serve as a barrier to the adjudication of disputes. If Tinder initiates an arbitration against you, we shall pay all fees.
3. **The Arbitrator** – The arbitration shall be conducted by a single, neutral arbitrator (the “Claim Arbitrator”), as assisted by any Process Arbitrator appointed under NAM Rules. (The term “Arbitrator” applies to both the Claim Arbitrator and the Process Arbitrator). If a hearing is elected by either Party, the Arbitrator shall be in or close to the location in which you reside. The Arbitrator is bound by and shall adhere to this Agreement. In the event NAM Rules conflict with this Agreement, the terms of this Agreement shall control. If the Arbitrator determines that strict application of any term of Section 15 of this Agreement (except for the small claims election, which shall be determined by the small claims court) would result in a fundamentally unfair arbitration (the “Unfair Term”), then the Arbitrator shall have authority to modify the Unfair Term to the extent necessary to ensure a fundamentally fair arbitration that is consistent with the Agreement (the “Modified Term”). In determining the substance of a Modified Term, the Arbitrator shall select a term that comes closest to expressing the intention of the Unfair Term.
4. **Dispositive Motions** – The Parties agree that the Claim Arbitrator shall have the authority to consider dispositive motions without an oral evidentiary hearing. Dispositive motions may be requested under the following circumstances: (a) within 30 days after the Claim Arbitrator’s appointment, a Party may request to file a dispositive motion based upon the pleadings; and (b) no later than 30 days prior to the evidentiary hearing, a Party may request to file a dispositive motion for summary judgment based upon the Parties’ pleadings and the evidence submitted.
5. **Discovery** – Each Party may (a) serve up to five requests for relevant, non-privileged

documents from the other Party, and (b) request that the other Party provide verified responses to no more than 5 relevant interrogatories (including subparts). Unless both

Parties agree otherwise, no other forms of discovery (including depositions) may be utilized. Any such discovery requests must be served on the other Party within 21 days after the Claim Arbitrator's appointment. The responding Party shall provide the requesting Party with all responsive, non-privileged documents, responses signed by the Party themselves to the requested interrogatories, and/or any objections to the requests within 30 days after receipt of the requests, or, in the event of an objection to any discovery request, 30 days after the Claim Arbitrator resolves the dispute. In the event either Party requests that the Claim Arbitrator consider a dispositive motion on the pleadings, such written discovery response deadlines shall be extended until 30 days following the Claim Arbitrator's final decision on such dispositive motion. Any disputes about discovery or requests for extensions shall be submitted promptly to the Claim Arbitrator for resolution. In ruling on any discovery dispute or extension request, the Claim Arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort that would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.

6. **Confidentiality** – Upon either Party's request, the Arbitrator will issue an order requiring that confidential information of either Party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal.
7. **Arbitration Hearing** – You and Tinder are entitled to a fair evidentiary hearing (i.e. trial) before the Claim Arbitrator. Arbitration proceedings are usually simpler, less costly, and more streamlined than trials and other judicial proceedings. The Parties agree to waive all oral hearings and instead submit all disputes to the Claim Arbitrator for an award based on written submissions and other evidence as the Parties may agree, unless a Party requests an oral hearing within 10 days after the Respondent files a response. If an oral evidentiary hearing is requested, both Parties must be personally present at the hearing, regardless of whether either Party has retained counsel. Both Parties must personally attend the hearing. Either Party's failure to personally attend the hearing, without a continuance ordered by the Claim Arbitrator for good cause, will result in a default judgment taken against that Party.
8. **Arbitration Award** – Regardless of the format of the arbitration, the Claim Arbitrator shall provide a reasoned decision, in writing within 30 days after the hearing or, if no hearing is held, within 30 days after any rebuttal or supplemental statements are due.

The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award. The arbitration award is binding only between you and Tinder and will not have any preclusive effect in another arbitration or proceeding that involves a different Party. The Claim Arbitrator may, however, choose to consider rulings from other arbitrations involving a different Party. The Arbitrator may award fees and costs as provided by the NAM Rules or to the extent such fees and costs could be awarded in court. This includes but is not limited to the ability of the Arbitrator to award fees and costs if the Arbitrator determines that a claim or defense is frivolous or was brought for an improper purpose, for the purpose of harassment, or in bad faith.

9. **Offer of Settlement** – The Respondent may, but is not obligated to, make a written settlement offer to the opposing Party any time before the evidentiary hearing or, if a dispositive motion is permitted, prior to the dispositive motion being granted. The amount or terms of any settlement offer may not be disclosed to the Claim Arbitrator until after the Claim Arbitrator issues an award on the claim. If the award is issued in the opposing Party's favor and is less than the Respondent's settlement offer or if the award is in the Respondent's favor, the opposing Party must pay the Respondent's costs incurred after the offer was made, including any attorney's fees. If any applicable statute or caselaw prohibits the flipping of costs incurred in the arbitration, then the offer in this provision shall serve to cease the accumulation of any costs that claimant may be entitled to for the cause of action under which it is suing.

10. **Mass** – If, at any time, 25 or more <https://www.namadr.com/resources/rules->), the **Filing** similar demands for [fees-forms/](#) additional arbitration are asserted protocols against Tinder or related set forth parties by the same or below coordinated counsel or shall entities ("Mass Filing"), apply. consistent with the definition and criteria of Mass Filings set forth in the NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules", available at

- i. If you or your counsel file a Demand for Arbitration that fits within the definition of Mass Filing referred to above, then you agree that your Demand for Arbitration shall

be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your Dispute might be delayed and that

any applicable statute of limitations shall be tolled from the time at which the first cases are chosen to proceed until your case is chosen for a bellwether proceeding.

- ii. NAM's Mass Filing Rules shall apply if your Dispute is deemed by NAM, in its sole discretion pursuant to its Rules and this Dispute Resolution Section, to be part of a Mass Filing. Such election for NAM's Mass Filing Rules and related fee schedule must be made by either you or Tinder in writing and submitted to NAM and all Parties.
- iii. ***Bellwether Proceedings.*** Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. Counsel for the Mass Filings claimants (including you) and counsel for Tinder shall each select 15 Demands for Arbitration (30 total), and no more than 30 arbitrations shall be filed, processed, adjudicated, or pending at the same time, with each of the 30 individual arbitrations presided over by a different Claim Arbitrator, in a first set of bellwether proceedings. During this time, no other Demands for arbitration that are part of the Mass Filings may be filed, processed, adjudicated, or pending. If the Parties are unable to resolve the remaining Demands for Arbitration after the first set of bellwether proceedings are arbitrated or otherwise resolved, then counsel for the Claimants and counsel for Tinder shall each select an additional 15 Demands for Arbitration (30) total to be filed, processed, and adjudicated as individual arbitrations, with each of the 30 arbitrations presided over by a different Claim Arbitrator, in a second set of bellwether proceedings. During this time, no other Demands for Arbitration that are part of the Mass Filings may be filed, processed, or adjudicated. This staged process of bellwether proceedings, with each set including 30 Demands for Arbitration adjudicated on an individual basis, shall continue until each Demand included in the Mass Filings (including your Demand for Arbitration) is adjudicated or otherwise resolved. Fees associated with a Demand for Arbitration included in the Mass Filings, including fees owed by Tinder and the claimants (including you), shall only be due after your Demand for Arbitration is chosen as part of a set of bellwether proceedings and therefore properly designated for filing, processing, and adjudication. Any applicable statute of limitations shall be tolled beginning when you initiate the informal dispute resolution process set forth in subsection 15a of the Agreement, and if the first Mass Filings' Demands for Arbitration are chosen for the initial set of bellwether proceedings have been filed, your claims will remain tolled until your Demand for Arbitration is decided, withdrawn, or is settled. A court

competent jurisdiction located in a venue allowed under Section 17 of the Agreement shall have the power to enforce this subsection.

- iv. You and Tinder agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and Tinder acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere Disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

15e. FUTURE CHANGES AND RETROACTIVE APPLICATION

This Dispute Resolution Section 15 applies to all Disputes between the Parties, including for any claims that accrued against you or Tinder prior to the time of your consent to this Agreement and to any claims that accrue against you or Tinder after your consent to this Agreement. Notwithstanding any provision in this Agreement to the contrary, you may elect to opt out of the retroactive application of this Dispute Resolution Section 15 as to claims that have accrued against you or against Tinder prior to the time of your consent to this Agreement. You may opt out by sending us written notice, within 30 days of the time you consent to this Agreement, to the following email address:

tinderoptout@match.com. Please do not direct any customer support inquiries to tinderoptout@match.com, as they will not be addressed; such inquiries should be directed to [customer support](#). You must include information sufficient to identify your account(s), such as the email address or phone number associated with your account(s), and should include a statement that you are opting out of the retroactive application of this Dispute Resolution Section 15. Please note: if you opt out of the retroactive application of this Dispute Resolution Section 15, you will still be subject to and bound by any Dispute Resolution Sections and Arbitration Procedures you previously agreed to, including any arbitration provisions, class action waivers, and retroactive application sections. Also, regardless of whether you opt out of the retroactive application of these changes, the Parties will resolve any claims that accrue against you or Tinder after your consent to this Agreement in accordance with this Dispute Resolution Section.

16. Governing Law.

Texas law and the Federal Arbitration Act will apply to any Dispute (except where prohibited by law).

To the fullest extent allowable by law, the laws of Texas, U.S.A., without regard to its conflict of laws rules, shall apply to any Dispute arising out of or relating to this

Agreement, the Service, or your relationship with Tinder. Notwithstanding the foregoing,

the Dispute Resolution Process set forth in Section 15 above shall be governed by the Federal Arbitration Act.

17. Venue/Forum Selection.

To the fullest extent allowable by law, any claims that are not arbitrated for any reason must be litigated in Dallas County, Texas (except for claims filed in small claims court).

Except where prohibited by law and except for claims that are heard in a small claims court as set forth in Section 15, any claims arising out of or relating to this Agreement, to the Service, or to your relationship with Tinder that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in Dallas County, Texas, U.S.A. You and Tinder consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

18. Indemnity by You.

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless Tinder, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of the Service, your Content, or your breach of this Agreement.

19. Entire Agreement; Other.

This Agreement, which includes the [Privacy Policy](#), [Cookie Policy](#), [Safety Tips](#), [Community Guidelines](#), and any terms disclosed to you if you purchase or have purchased additional features, products or services we offer on the Service, contains the entire agreement between you and Tinder regarding your relationship with Tinder and the use of the Service, with the following exception: anyone who opted out of the retroactive application of Section 15 is still subject to and bound by any prior agreements to arbitrate with Tinder as well as this agreement to arbitrate on a going forward basis. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of Tinder to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your Tinder account is non-transferable and all of your rights to your account and its Content terminate upon

your death. No agency, partnership, joint venture, fiduciary or other special relationship or

employment is created as a result of this Agreement and you may not make any representations on behalf of or bind Tinder in any manner.

EXHIBIT E

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Legal Information

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California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple, not OkCupid. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting OkCupid Customer Service at support@okcupid.com, or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account. This notice shall be sent to: OkCupid, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 809 Washington St., New York, New York 10014. You may have these Terms of Use ("Terms") emailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.

1. INTRODUCTION

By accessing or using OkCupid's Services, you agree to be bound by this Terms of Use Agreement (the "Terms" or "Agreement"), including our [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), so it is important that you read this Agreement and these policies and procedures carefully before you create an account.

PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION 15 BELOW. THESE GOVERN THE MANNER IN WHICH CLAIMS WILL BE ADDRESSED BETWEEN YOU AND OKCUPID. THESE PROVISIONS INCLUDE A MANDATORY PRE-ARBITRATION INFORMAL DISPUTE RESOLUTION PROCESS, AN ARBITRATION AGREEMENT, SMALL CLAIMS COURT ELECTION, CLASS ACTION WAIVER, ADDITIONAL PROCEDURES FOR MASS ARBITRATION FILINGS, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS TYPICALLY LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

We may update these Terms from time to time, so check this page regularly for updates.

Welcome to OkCupid, operated by MTCH Technology Services Limited ("MTCH Technology") for users located in the European Union ("EU"), European Economic Area ("EEA"), the United Kingdom ("UK"), or Switzerland, and operated by Humor Rainbow, Inc. for all other users. As used in this Agreement, the terms "OkCupid," "us," "we," the "Company", and "our" shall refer to Humor Rainbow, Inc. and/or MTCH Technology Services Limited, as appropriate. Together you and OkCupid may be referred to as the "Parties" or separately as "Party."

By accessing or using our Services on www.okcupid.com (the "Website"), the OkCupid mobile application (the "App"), or any other platforms or services OkCupid may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by this Agreement. This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your access and use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), [Safety Tips](#) and any terms disclosed and agreed to by you when you purchase additional features, products, or services from OkCupid ("Additional Terms

Upon Purchase”), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not access or use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means; however, you are responsible for regularly checking this page for any changes. Your continued access or use of our Services constitutes your ongoing consent to any changes, and as a result, you will be legally bound by the updated Terms. If you do not accept a change to the Terms, you must stop accessing or using our Services immediately.

2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

Before you create an account on OkCupid, make sure you are eligible to use our Services. This Section also details what you can and can’t do when using the Services, as well as the rights you grant OkCupid.

You are not authorized to create an account or use the Services unless all of the following are true, and by using our Services, you represent and warrant that:

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with OkCupid;
3. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country;
4. You are not on any list of individuals prohibited from conducting business with the United States;
5. You are not prohibited by law from using our services;
6. You have not committed, been convicted of, or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence; or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Services;
7. You are not required to register as a sex offender with any state, federal or local sex offender registry;
8. You do not have more than one account on our Services; and
9. You have not previously been removed from our Services or our affiliates’ services by us or our affiliates, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, all authorization to access our Services or systems is automatically revoked, and you must immediately delete your account.

You agree to:

- Comply with these Terms, and check this page from time to time to ensure you are aware of any changes;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Review the [Safety Tips](#);
- Review and comply with the [Community Guidelines](#), as updated from time to time; and
- Maintain a strong password and take reasonable measures to protect the security of your login information.

You agree that you will not:

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services’ networks;
- Use our Services for any harmful, illegal, or nefarious purpose, including, but not limited to, using any Virtual Items for purposes of money laundering or other financial crimes;

- Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- Violate the terms of the license granted to you by OkCupid (see Section 6 below).
- Disclose private or proprietary information that you do not have the right to disclose;
- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without OkCupid's prior written consent;
- Express or imply that any statements you make are endorsed by OkCupid;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without OkCupid's prior written authorization;
- Use meta tags or code or other devices containing any reference to OkCupid or the platform (or any trademark, trade name, service mark, logo or slogan of OkCupid) to direct any person to any other website for any purpose;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;
- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the OkCupid application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network;
- Encourage, promote, or agree to engage in any activity that violates these Terms; or
- Create a new account after we suspend or terminate your account, unless you receive our express permission.

The license granted to you under these Terms and any authorization to access the Services is automatically revoked in the event that you do any of the above.

Prohibited Content—OkCupid prohibits uploading or sharing content that:

- Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;
- Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, "sugar daddy" or "sugar baby" relationships, links to other websites or premium line telephone numbers);
- Involves the transmission of "junk" mail or "spam";
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from OkCupid or otherwise;
- Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by OkCupid;
- Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of OkCupid or its affiliates.

The uploading or sharing of content that violates these terms ("Prohibited Content") may result in the immediate suspension or termination of your account.

3. CONTENT

It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.

While using our Services, you will have access to: (i) content that you upload or provide while using our Services ("Your Content"); (ii) content that other users upload or provide while using our Services ("Member Content"); and (iii) content that OkCupid provides on and through our Services ("Our Content"). In this agreement, "content" includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users' profiles and in direct messages between users.

3a. YOUR CONTENT

You are responsible for Your Content. Don't share anything that you wouldn't want others to see, that would violate this Agreement, or that may expose you or us to legal liability.

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We encourage you to use caution in disclosing any personal information online.

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

3b. MEMBER CONTENT

While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and, unless expressly authorized by OkCupid, you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing use to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

3c. OUR CONTENT

OkCupid owns all other content on our Services.

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

OkCupid does not tolerate inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful OkCupid community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services (including, but not limited to, on services operated by our affiliates). We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the “Report a Concern” link on a user’s profile or as part of the messaging experience. You may also email OkCupid Customer Service at support@okcupid.com.

As set forth in our [Privacy Policy](#), we may share data between our affiliates for the safety and security of our users and may take necessary actions if we believe you have violated these Terms, including banning you from our Services and/or our affiliates’ services (such as Tinder, OkCupid, Match, Meetic, BlackPeopleMeet, LoveScout24, OurTime, Pairs, ParPerfeito, and Twoo; for more details, click [here](#)), and/or preventing you from creating new accounts. You understand and agree that we may not share information with you regarding your account if doing so would potentially impair the safety or privacy of our other users.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

5. PRIVACY

Privacy is important to us. We have a separate policy about it that you should read.

For information about how OkCupid and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

6. RIGHTS YOU ARE GRANTED BY OKCUPID

OkCupid grants you the right to use and enjoy our Services, subject to these Terms.

For as long as you comply with these Terms, OkCupid grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by OkCupid and permitted by these Terms and applicable laws. This license and any authorization to access the Service are automatically revoked in the event that you fail to comply with these Terms.

7. RIGHTS YOU GRANT OKCUPID

You own all of the content you provide to OkCupid, but you also grant us the right to use Your Content as provided in this Agreement.

By creating an account, you grant to OkCupid a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, reformat, incorporate into other works, advertise, distribute and otherwise make available to the general public Your Content, including any information you authorize us to access from Facebook or other third-party sources (if applicable), in whole or in part, and in any way and in any format or medium currently known or developed in the future. OkCupid’s license to Your Content shall be non-exclusive, except that OkCupid’s license shall be exclusive with respect to derivative works created through use of our Services. For example, OkCupid would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that OkCupid can prevent the use of Your Content outside of our Services, you authorize OkCupid to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is taken and used by third parties outside of our Services. OkCupid is not obligated to take any action with regard to use of Your Content by other users or third parties. OkCupid's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for OkCupid allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to OkCupid regarding our Services, you agree that OkCupid may use and share such feedback for any purpose without compensating you.

You agree that OkCupid may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

You will have the opportunity to purchase products and services from OkCupid. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.

OkCupid may offer products and services for purchase through iTunes, Google Play or other external services authorized by OkCupid (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). OkCupid may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

OkCupid operates a global business, and our pricing varies by a number of factors. We frequently offer promotional rates - which can vary based on region, length of subscription, bundle size and more. We also regularly test new features and payment options.

8a. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google Play account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.

To cancel a subscription: If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not OkCupid. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your OkCupid subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your OkCupid subscription and follow the

instructions to cancel. You can also request assistance at <https://play.google.com>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, OkCupid may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a OkCupid subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#). OkCupid will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to request a refund. See Section 8d below for more information.

8b. INTERNAL PURCHASES AND SUBSCRIPTIONS

Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize OkCupid to charge the payment method you provide (your "Payment Method"). OkCupid may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, OkCupid may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a OkCupid subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#).

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

To cancel a subscription, you can (1) log in to the Website or App and go to the Settings page, and then click on "Subscriptions", and follow the instructions to downgrade; or (2) open the Android App and go to the Settings page, then click on Purchases and follow the instructions to downgrade. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

8c. VIRTUAL ITEMS

Virtual items are non-refundable and subject to certain conditions.

From time to time, you may have the opportunity to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features such as "Boost" ("Virtual Item(s)") from OkCupid. You may only purchase Virtual Items from us or our authorized partners through our Services. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, on the earlier of when OkCupid ceases providing our Services, or your account is otherwise closed or terminated.

OkCupid, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. OkCupid may manage, regulate, control, modify, or eliminate Virtual Items at any time, including

taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. OkCupid shall have no liability to you or any third party in the event that OkCupid exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT OKCUPID IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

8d. REFUNDS

Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin, and the EU, EEA, UK, and Switzerland.

Generally, all purchases are final and nonrefundable, and there are no refunds or credits for partially used periods, except if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in the EU, EEA, UK, and Switzerland:

In accordance with local law, you are entitled to a full refund during the 14 days after the subscription begins. Please note that this 14-day period commences when the subscription starts.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the Company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not OkCupid. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select “Report a Problem.” You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact OkCupid Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: OkCupid, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us by clicking here or send a facsimile to 214-853-4309).

9. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.

You can delete your account at any time by logging into the Website or App, going to “Settings”, and following the instructions to disable or delete your account. However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.

OkCupid reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if OkCupid believes that you have violated these Terms, misused our Services, or behaved in a way that OkCupid regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by OkCupid for any reason, these Terms continue and remain enforceable between you and OkCupid, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

OkCupid does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and review our [Safety Tips](#).

YOU UNDERSTAND THAT OKCUPID DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. OKCUPID MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. OKCUPID RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE OKCUPID TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY OKCUPID, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though OkCupid strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

11. DISCLAIMER

OkCupid's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.

OKCUPID PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. OKCUPID DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE DISCOVERED OR CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE OR APPROPRIATE FOR YOUR PURPOSES. FURTHERMORE, OKCUPID MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

OKCUPID ASSUMES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES NOR DOES OKCUPID ASSUME ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE WITH THROUGH OKCUPID. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. OKCUPID IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, HACKING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER DISRUPTION OR MALFUNCTION.

12. DIGITAL MILLENNIUM COPYRIGHT ACT

We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.

OkCupid has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to copyright@match.com, by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

OkCupid will terminate the accounts of repeat infringers.

13. ADS AND THIRD-PARTY CONTENT

Like many subscription-based services, there are ads on our websites.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. OkCupid may also provide non-commercial links or references to third parties within its content. OkCupid is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, OkCupid is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. OkCupid is not responsible or liable for such third parties' terms or actions.

14. LIMITATION OF LIABILITY

OkCupid's liability is limited to the maximum extent allowed by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OKCUPID, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, FIXED, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE CONDUCT OR CONTENT OF ANY USERS OR THIRD PARTIES ON OR THROUGH ANY OF OUR AFFILIATES' SERVICES OR IN CONNECTION WITH THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF OKCUPID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OKCUPID'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO OKCUPID FOR THE SERVICES DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST OKCUPID, WHETHER STATUTORY, IN LAW OR IN EQUITY, IN ANY TRIBUNAL. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE APPLIES (i) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED (WHETHER DEFAULT, CONTRACT, TORT, STATUTE, OR OTHERWISE), (ii) IRRESPECTIVE OF THE TYPE OF BREACH OF RIGHTS, PRIVILEGES, OR OBLIGATIONS, AND (iii) WITH RESPECT TO ALL EVENTS, THE SERVICE, AND THIS AGREEMENT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION SECTION

In the unlikely event that we have a legal dispute, here is how the Parties agree to proceed, except where prohibited by applicable law.

Any Subsection in this Dispute Resolution Section that is prohibited by law shall not apply to the users residing in that jurisdiction, including Subsections 15b, 15c, 15d, and 15e, which shall not apply to users residing within the EU, EEA, UK, or Switzerland. The online dispute settlement platform of the European Commission is available under <http://ec.europa.eu/odr>. OkCupid does not take part in dispute settlement procedures in front of a consumer arbitration entity for users residing in the EU, EEA, UK, or Switzerland.

15a. INFORMAL DISPUTE RESOLUTION PROCESS

If you are dissatisfied with our Services for any reason, please contact OkCupid Customer Service first so we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a dispute, claim or controversy against OkCupid, these terms will apply. For purposes of this Dispute Resolution Process and Arbitration Procedures set forth in Section 15, "OkCupid" shall include our affiliates, employees, licensors, and service providers.

OkCupid values its relationship with you and appreciates the mutual benefit realized from informally resolving Disputes (as defined below). Before formally pursuing a Dispute in arbitration or small claims court, you agree to first send a detailed notice ("Notice") to Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA. If OkCupid has a Dispute with you, OkCupid agrees to first send a Notice to you at your most recent email address on file with us, or if no email address is on file, other contact information associated with your account. Your Notice must contain all of the following information: (1) your full name; (2) information that enables OkCupid to identify your account, including a picture or screenshot of your profile, your address, mobile phone number, email address, and date of birth you used to register your account if any; and (3) a detailed description of your Dispute, including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any). You must personally sign this Notice for it to be effective. OkCupid's Notice must likewise set forth a detailed description of its Dispute, which shall include the nature and factual basis of its claim(s) and the relief it is seeking, with a corresponding calculation of our damages (if any). You and OkCupid agree to then negotiate in good faith in an effort to resolve the Dispute. As part of these good faith negotiations, if OkCupid requests a telephone conference with you to discuss your Dispute, you agree to personally participate, with your attorney if you're represented by counsel. Likewise, if you request a telephone conference to discuss OkCupid's Dispute with you, OkCupid agrees to have one representative participate. This informal process should lead to a resolution of the Dispute. However, if the Dispute is not resolved within 60 days after receipt of a fully completed Notice and the Parties have not otherwise mutually agreed to an extension of this informal dispute resolution time period, you or OkCupid may initiate an arbitration (subject to a Party's right to elect small claims court as provided below).

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action. Failure to do so is a breach of this Agreement. The statute of limitations and any filing fee deadlines will be tolled while you and OkCupid engage in this informal dispute resolution process. Unless prohibited by applicable law, the arbitration provider, National Arbitration and Mediation ("NAM"), shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of this informal dispute resolution process were fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action.

15b. INDIVIDUAL RELIEF: CLASS ACTION AND JURY TRIAL WAIVER

TO THE FULLEST EXTENT ALLOWABLE BY LAW, YOU AND OKCUPID EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF INDIVIDUAL ARBITRATION (EXCEPT FOR SMALL CLAIMS COURT AS PROVIDED ABOVE). YOU AND OKCUPID EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS, INCLUDING ANY CURRENTLY PENDING ACTIONS AGAINST OKCUPID. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL BASIS. THE ARBITRATOR CAN AWARD THE SAME RELIEF AVAILABLE IN COURT PROVIDED THAT THE ARBITRATOR MAY ONLY AWARD FINAL RELIEF (INCLUDING INJUNCTIVE OR DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE FINAL RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD FINAL RELIEF FOR, AGAINST, OR ON BEHALF OF ANYONE WHO IS NOT A PARTY TO THE ARBITRATION ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. IF A COURT DETERMINES THAT ANY OF THESE PROHIBITIONS IN THIS PARAGRAPH ARE UNENFORCEABLE AS TO A PARTICULAR CLAIM

OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), AND ALL APPEALS OF THAT DECISION ARE EXHAUSTED OR THE DECISION IS OTHERWISE FINAL, THEN YOU AND OKCUPID AGREE THAT THAT PARTICULAR CLAIM OR REQUEST FOR RELIEF SHALL PROCEED IN COURT BUT SHALL BE STAYED PENDING INDIVIDUAL ARBITRATION OF THE REMAINING CLAIMS FOR RELIEF THAT YOU HAVE BROUGHT. IF THIS SPECIFIC PARAGRAPH IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION (EXCEPT FOR THE JURY TRIAL WAIVER AND THE INFORMAL DISPUTE RESOLUTION PROCESS) SHALL BE NULL AND VOID. THIS PARAGRAPH IS AN ESSENTIAL PART OF THIS ARBITRATION AGREEMENT.

15c. DISPUTE RESOLUTION THROUGH ARBITRATION OR SMALL CLAIMS COURT

Any dispute, claim, or controversy between you and OkCupid (that is not resolved informally by OkCupid Customer Service or as provided under subsection 15a above) that arises from or relates in any way to this Agreement (including any alleged breach of this Agreement), the Services, or our relationship with you (collectively, "Dispute"), shall be exclusively resolved through BINDING INDIVIDUAL ARBITRATION except as specifically provided otherwise in this Dispute Resolution Section. "Dispute" as used in this Agreement shall have the broadest possible meaning and include claims that arose before the existence of this or any prior Agreement and claims that arise during the term of this Agreement or after the termination of this Agreement. Notwithstanding the foregoing, either you or OkCupid may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court's jurisdiction shall be determined by the small claims court. All other issues (except as otherwise provided herein) are exclusively for the Arbitrator to decide, including but not limited to scope and enforceability of this Dispute Resolution Section, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed. If you or OkCupid challenges the small claims court election in your Dispute, and a court of competent jurisdiction determines that the small claims court election is unenforceable, then such election shall be severed from this Agreement as to your Dispute. However, such court determination shall not be considered or deemed binding with respect to OkCupid's other contracting parties.

Any court proceeding to enforce this Dispute Resolution Section 15, including any proceeding to confirm, modify, or vacate an arbitration award, must be commenced in accordance with Section 17. In the event Dispute Resolution Section 15 is for any reason held to be unenforceable, any litigation against OkCupid (except for small claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to those courts' exercise of personal jurisdiction over you for such purposes and waive any claim that such courts constitute an inconvenient forum.

15d. INDIVIDUAL ARBITRATION AND MASS ARBITRATION PROTOCOLS

This subsection 15d applies to Disputes that are submitted to NAM after fully completing the informal Notice and Dispute resolution process described in subsection 15a above and when no small claims court election is made by either Party. Any arbitration between you and OkCupid shall be administered by NAM in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time any demand for arbitration is filed with NAM, as modified by this Dispute Resolution Section 15. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM at NAM's National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address commercial@namadr.com. If NAM is unable or unwilling to perform its duties under this Agreement, the parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM's role consistent with this Agreement. If the parties are unable to agree, they will petition a court of competent jurisdiction to appoint an administrator that will assume NAM's duties under this Agreement.

The Parties agree that the following procedures will apply to any Arbitrations initiated under this Dispute Resolution Section:

- 1. Commencing an Arbitration** – To initiate an arbitration, you or OkCupid shall send to NAM a demand for arbitration ("Demand for Arbitration") that describes the claim(s) and request for relief in detail, consistent with the requirements in this Agreement and NAM Rules. If you send a Demand for Arbitration, you shall also send it to OkCupid at Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA, within 10 days of delivery of the Demand for Arbitration to NAM. If OkCupid sends a Demand for Arbitration, we will also send it to your mailing address on file with us within the same 10-day period. If your mailing address is unavailable, we will send it to your email address on file, or if no email address is on file, other contact information associated with your account. The arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any such demand for arbitration that fails to certify in writing that the Party meets the requirements of Dispute Resolution Section 15 or if either Party elects small claims court as set forth above.
- 2. Fees** – The payment of all fees shall be governed by the NAM Rules, except to the extent that the case is a part of a Mass Filing (as defined below) or the NAM fees and costs (including Arbitrator fees) paid by either Party are reallocated upon order of the Arbitrator following a determination that (a) either Party breached Section 15 of this Agreement, (b) such reallocation is called for under this Agreement, or (c) reallocation is otherwise permitted under applicable law. Upon a showing to OkCupid of your financial

hardship we will consider a good faith request made by you to pay your portion of the applicable consumer portion of the filing fee. OkCupid is committed to ensuring that arbitration costs to consumers do not serve as a barrier to the adjudication of disputes. If OkCupid initiates an arbitration against you, we shall pay all fees.

3. **The Arbitrator** – The arbitration shall be conducted by a single, neutral (the “Claim Arbitrator”), as assisted by any Process Arbitrator appointed under NAM Rules. (The term “Arbitrator” applies to both the Claim Arbitrator and the Process Arbitrator). If a hearing is elected by either Party, the Arbitrator shall be in or close to the location in which you reside. The Arbitrator is bound by and shall adhere to this Agreement. In the event NAM Rules conflict with this Agreement, the terms of this Agreement shall control. If the Arbitrator determines that strict application of any term of Section 15 of this Agreement (except for the small claims election, which shall be determined by the small claims court) would result in a fundamentally unfair arbitration (the “Unfair Term”), then the Arbitrator shall have authority to modify the Unfair Term to the extent necessary to ensure a fundamentally fair arbitration that is consistent with the Terms of Use (the “Modified Term”). In determining the substance of a Modified Term, the Arbitrator shall select a term that comes closest to expressing the intention of the Unfair Term.
4. **Dispositive Motions** – The Parties agree that the Claim Arbitrator shall have the authority to consider dispositive motions without an oral evidentiary hearing. Dispositive motions may be requested under the following circumstances: (a) within 30 days after the Claim Arbitrator’s appointment, a Party may request to file a dispositive motion based upon the pleadings; and (b) no later than 30 days prior to the evidentiary hearing, a Party may request to file a dispositive motion for summary judgment based upon the Parties’ pleadings and the evidence submitted.
5. **Discovery** – Each Party may (a) serve up to five requests for relevant, non-privileged documents from the other Party; and (b) request that the other Party provide verified responses to no more than 5 relevant interrogatories (including subparts). Unless both Parties agree otherwise, no other forms of discovery (including depositions) may be utilized. Any such discovery requests must be served on the other Party within 21 days after the Claim Arbitrator’s appointment. The responding Party shall provide the requesting Party with all responsive, non-privileged documents, responses signed by the Party themselves to the requested interrogatories, and/or any objections to the requests within 30 days after receipt of the requests, or, in the event of an objection to any discovery request, 30 days after the Claim Arbitrator resolves the dispute. In the event either Party requests that the Claim Arbitrator consider a dispositive motion on the pleadings, such written discovery response deadlines shall be extended until 30 days following the Claim Arbitrator’s final decision on such dispositive motion. Any disputes about discovery or requests for extensions shall be submitted promptly to the Claim Arbitrator for resolution. In ruling on any discovery dispute or extension request, the Claim Arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort that would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.
6. **Confidentiality** – Upon either Party’s request, the Arbitrator will issue an order requiring that confidential information of either Party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal.
7. **Arbitration Hearing** – You and OkCupid are entitled to a fair evidentiary hearing (i.e. trial) before the Claim Arbitrator. Arbitration proceedings are usually simpler, less costly, and more streamlined than trials and other judicial proceedings. The Parties agree to waive all oral hearings and instead submit all disputes to the Claim Arbitrator for an award based on written submissions and other evidence as the Parties may agree, unless a Party requests an oral hearing within 10 days after the Respondent files a response. If an oral evidentiary hearing is requested, both Parties must be personally present at the hearing, regardless of whether either Party has retained counsel. Both Parties must personally attend the hearing. Either Party’s failure to personally attend the hearing, without a continuance ordered by the Claim Arbitrator for good cause, will result in a default judgment taken against that Party.
8. **Arbitration Award** – Regardless of the format of the arbitration, the Claim Arbitrator shall provide a reasoned decision, in writing within 30 days after the hearing or, if no hearing is held, within 30 days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award. The arbitration award is binding only between you and OkCupid and will not have any preclusive effect in another arbitration or proceeding that involves a different Party. The Claim Arbitrator may, however, choose to consider rulings from other arbitrations involving a different Party. The Arbitrator may award fees and costs as provided by the NAM Rules or to the extent such fees and costs could be awarded in court. This includes but is not limited to the ability of the Arbitrator to award fees and costs if the Arbitrator determines that a claim or defense is frivolous or was brought for an improper purpose, for the purpose of harassment, or in bad faith.
9. **Offer of Settlement** – The Respondent may, but is not obligated to, make a written settlement offer to the opposing Party any time before the evidentiary hearing or, if a dispositive motion is permitted, prior to the dispositive motion being granted. The amount or terms of any settlement offer may not be disclosed to the Claim Arbitrator until after the Claim Arbitrator issues an award on the claim. If the award is issued in the opposing Party’s favor and is less than the Respondent’s settlement offer or if the award is in

the Respondent's favor, the opposing Party must pay the Respondent's costs incurred after the offer was made, including any attorney's fees. If any applicable statute or caselaw prohibits the flipping of costs incurred in the arbitration, then the offer in this provision shall serve to cease the accumulation of any costs that claimant may be entitled to for the cause of action under which it is suing.

10. **Mass Filing** – If, at any time, 25 or more similar demands for arbitration are asserted against OkCupid or related parties by the same or coordinated counsel or entities ("Mass Filing"), consistent with the definition and criteria of Mass Filings set forth in the NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules", *available at* <https://www.namadr.com/resources/rules-fees-forms/>), the additional protocols set forth below shall apply.
- a. If you or your counsel file a Demand for Arbitration that fits within the definition of Mass Filing referred to above, then you agree that your Demand for Arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your Dispute might be delayed and that any applicable statute of limitations shall be tolled from the time at which the first cases are chosen to proceed until your case is chosen for a bellwether proceeding.
 - b. NAM's Mass Filing Rules shall apply if your Dispute is deemed by NAM, in its sole discretion pursuant to its Rules and this Dispute Resolution Section, to be part of a Mass Filing. Such election for NAM's Mass Filing Rules and related fee schedule must be made by either you or OkCupid in writing and submitted to NAM and all Parties.
 - c. **Bellwether Proceedings.** Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. Counsel for the Mass Filings claimants (including you) and counsel for OkCupid shall each select 15 Demands for Arbitration (30 total), and no more than 30 arbitrations shall be filed, processed, adjudicated, or pending at the same time, with each of the 30 individual arbitrations presided over by a different Claim Arbitrator, in a first set of bellwether proceedings. During this time, no other Demands for arbitration that are part of the Mass Filings may be filed, processed, adjudicated, or pending. If the Parties are unable to resolve the remaining Demands for Arbitration after the first set of bellwether proceedings are arbitrated or otherwise resolved, then counsel for the Claimants and counsel for OkCupid shall each select an additional 15 Demands for Arbitration (30) total to be filed, processed, and adjudicated as individual arbitrations, with each of the 30 arbitrations presided over by a different Claim Arbitrator, in a second set of bellwether proceedings. During this time, no other Demands for Arbitration that are part of the Mass Filings may be filed, processed, or adjudicated. This staged process of bellwether proceedings, with each set including 30 Demands for Arbitration adjudicated on an individual basis, shall continue until each Demand included in the Mass Filings (including your Demand for Arbitration) is adjudicated or otherwise resolved. Fees associated with a Demand for Arbitration included in the Mass Filings, including fees owed by OkCupid and the claimants (including you), shall only be due after your Demand for Arbitration is chosen as part of a set of bellwether proceedings and therefore properly designated for filing, processing, and adjudication. Any applicable statute of limitations shall be tolled beginning when you initiate the informal dispute resolution process set forth in subsection 15a of the Agreement, and if the first Mass Filings' Demands for Arbitration are chosen for the initial set of bellwether proceedings have been filed, your claims will remain tolled until your Demand for Arbitration is decided, withdrawn, or is settled. A court of competent jurisdiction located in a venue allowed under Section 17 of the Agreement shall have the power to enforce this subsection.
 - d. You and OkCupid agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and OkCupid acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere Disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

15e. FUTURE CHANGES AND RETROACTIVE APPLICATION

This Dispute Resolution Section 15 applies to all Disputes between the Parties, including for any claims that accrued against you or OkCupid prior to the time of your consent to this Agreement and to any claims that accrue against you or OkCupid after your consent to this Agreement. Notwithstanding any provision in this Agreement to the contrary, you may elect to opt out of the retroactive application of this Dispute Resolution Section 15 as to claims that have accrued against you or against OkCupid prior to the time of your consent to this Agreement. You may opt out by sending us written notice, within 30 days of the time you consent to this Agreement, to the following email address: OptOut@OkCupid.com. Please do not direct any customer support inquiries to OptOut@OkCupid.com, as they will not be addressed; such inquiries should be directed to Customer Service at support@okcupid.com. You must include information sufficient to identify your account(s), such as the email address or phone number associated with your account(s), and should include a statement that you are opting out of the retroactive application of this

Dispute Resolution Section 15. Please note: If you opt out of the retroactive application of this Dispute Resolution Section 15, you will still be subject to and bound by any Dispute Resolution Sections and Arbitration Procedures you previously agreed to, including any arbitration provisions, class action waivers, and retroactive application sections. Also, regardless of whether you opt out of the retroactive application of these changes, the Parties will resolve any claims that accrue against you or OkCupid after your consent to this Agreement in accordance with this Dispute Resolution Section.

16. GOVERNING LAW

Texas law and the Federal Arbitration Act will apply to any Dispute (except where prohibited by law).

To the fullest extent allowable by law, the laws of Texas, U.S.A., without regard to its conflict of laws rules, shall apply to any Dispute arising out of or relating to this Agreement or our Services. For the avoidance of doubt, for users residing outside of the United States, the choice of Texas governing law shall not supersede any mandatory consumer protection legislation in the jurisdiction where you resided at the time you accepted this Agreement. Notwithstanding the foregoing, the Dispute Resolution Process set forth in Section 15 shall be governed by the Federal Arbitration Act.

17. VENUE/FORUM SELECTION

To the fullest extent allowable by law, any claims that are not arbitrated for any reason must be litigated in Dallas County, Texas (except for claims filed in small claims court, or for users residing in the EU, EEA, UK or Switzerland or another jurisdiction where prohibited by law).

Except where prohibited by law, including for users residing in the EU, EEA, UK or Switzerland, who may bring claims in their country of residence in accordance with applicable law, and except for claims that are heard in a small claims court as set forth in Section 15, any claims arising out of or relating to this Agreement, to our Services, or to your relationship with OkCupid that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in Dallas County, Texas, U.S.A. You and OkCupid consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

18. INDEMNITY BY YOU

You agree to indemnify OkCupid if a claim is made against OkCupid due to your actions.

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless OkCupid, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, your Content, your conduct toward other users, or your breach of this Agreement.

19. ACCEPTANCE OF TERMS

By using our Services, you accept the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, you are not entitled to use our Services.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require.

20. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements or representations.

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), [Safety Tips](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and OkCupid regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your OkCupid account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind OkCupid in any manner.

21. SPECIAL STATE TERMS

Special terms apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin

For subscribers residing in New York:

- The Services do not guarantee any number of “referrals”—rather, the functionality of the Services is such that the subscriber can view as many profiles as he/she would like;
- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our [Privacy Policy](#);
- You may review the New York Dating Service Consumer Bill of Rights [here](#);

For subscribers residing in North Carolina:

- You may review the North Carolina Buyer's Rights [here](#).

For subscribers residing in Illinois, New York, North Carolina, and Ohio:

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the Company notice in the same manner as you request a refund as described above in Section 8.

OkCupid Supplemental Terms of Use (LIVE)

1. These Supplemental Terms of Use supplement and are in addition to the Terms of Use Agreement that you have already agreed to as an OkCupid user, and apply only to your use of the OkCupid LIVE service (the “LIVE Services”). In addition to these Supplemental Terms of Use, your use of the LIVE Services are governed by the OkCupid Terms of Use Agreement (including, but not limited to, as a component of the “Services”), the [OkCupid Privacy Policy](#), [the OkCupid Community Guidelines](#), and the [MeetMe Terms and Conditions and Privacy Policy](#). Pursuant to the OkCupid Terms of Use Agreement, we reserve the right to modify, amend, or change the Supplemental Terms of Use at any time.
2. You understand and agree that the LIVE Services will be provided by The Meet Group, Inc., and that by accessing the LIVE! Services you will be viewing content that may be provided by either an OkCupid or Meet Group user, and that your content may be viewed by either an OkCupid or Meet Group user.
3. You understand and agree that the Meet Group, Inc. will act as the provider of the services and as the controller of any data or content that you provide or generate through the LIVE Services, and as such, except for the purchases made through OkCupid, you understand and agree OkCupid will not be liable to you in any way, under any theory of liability, or for any amounts, and any such liability will be governed by the [MeetMe Terms and Conditions and Privacy Policy](#).

4. Because the LIVE Services are hosted separately, certain of your settings in OkCupid may not transfer over to the LIVE Services.
5. From time to time, as part of the LIVE Services, you may have the opportunity to buy “Live Credits”. For the avoidance of doubt, such Live Credits are “Virtual Items” as set forth in Section 8(c) of the OkCupid Terms of Use Agreement. The Live Credits are usable only on the LIVE Services, and are not usable on the OkCupid platform. Use of the Live Credits is expressly subject to the Gifts section of the [MeetMe Terms and Conditions and Privacy Policy](#). ALL PURCHASES OF THE LIVE CREDITS ARE FINAL AND NON-REFUNDABLE. UNUSED LIVE CREDITS EXPIRE 180 DAYS FROM THE DATE OF PURCHASE.
6. To the extent that you receive gifts as part of your use of the LIVE! Services, the receipt of such gifts and the ability to cash out such gifts are governed exclusively by the [MeetMe Terms and Conditions and Privacy Policy](#); for the avoidance of doubt, you agree to look solely to The Meet Group, Inc. to resolve any and all issues surrounding your receipt or cash out of any gifts received.

Download the OkCupid App

Discover people on the go.

| JOIN OKCUPID | LANGUAGE | COMPANY | CONDITIONS | CONTACT | FOLLOW | SPECIAL |
|----------------------|-----------|---|--|---|---|--------------------------------------|
| © OkCupid 2022 | English > | About Careers Press Ad Choices | Privacy Cookies – Manage preferences Terms Community Guidelines | Support Security Safety Tips Impressum | Blog Tech Blog Facebook Instagram Twitter | Redeem Promotion Download Apps |

EXHIBIT F

PLENTYOFFISH TERMS OF USE AGREEMENT

Effective on February 28, 2022; **click here to download a PDF**

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple, not POF. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting POF Customer Service via **our Help Center**, or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account.

This notice shall be sent to: POF, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 8750 N. Central Expressway, Suite 1400, Dallas, TX 75205. You may have these Terms of Use ("Terms") emailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.

1. INTRODUCTION

By accessing or using POF's Services, you agree to be bound this Terms of Use Agreement (the "Terms" or "Agreement"), including our Privacy Policy, Cookie Policy, Community Guidelines, and Safety Tips, so it is important that you read this Agreement and these policies and procedures carefully before you create an account.

PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION 15 BELOW. THESE GOVERN THE MANNER IN WHICH CLAIMS WILL BE ADDRESSED BETWEEN YOU AND POF. THESE PROVISIONS INCLUDE A MANDATORY PRE-ARBITRATION INFORMAL DISPUTE RESOLUTION PROCESS, AN ARBITRATION AGREEMENT, SMALL CLAIMS COURT ELECTION, CLASS ACTION WAIVER, ADDITIONAL PROCEDURES FOR MASS ARBITRATION FILINGS, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS TYPICALLY LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

We may update these Terms from time to time, so check this page regularly for updates.

Welcome to POF, operated by MTCH Technology Services Limited ("MTCH Technology") for users located in the European Union ("EU"), European Economic Area ("EEA"), the United Kingdom ("UK"), or Switzerland, and operated by Plentyoffish Media ULC for all other users. As used in this Agreement, the terms "POF," "us," "we," the "Company", and "our" shall refer to Plentyoffish Media ULC and/or MTCH Technology Services Limited, as appropriate. Together you and POF may be referred to as the "Parties" or separately as "Party."

By accessing or using our Services on pof.com (the "Website"), the POF mobile application (the "App"), or any other platforms or services POF may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by this Agreement. This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your access and use of our Services is also subject to the **Privacy Policy**, **Cookie Policy**, **Community Guidelines**, and **Safety Tips**, and any terms disclosed and agreed to by you when you purchase additional features, products, or services from POF ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not access or use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means; however, you are responsible for regularly checking this page for any changes. Your continued access or use of our Services constitutes your ongoing consent to any changes, and as a result, you will be legally bound by the updated Terms. If you do not accept a change to the Terms, you must stop accessing or using our Services immediately.

2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

Before you create an account on POF, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant POF.

You are not authorized to create an account or use the Services unless all of the following are true, and by using our Services, you represent and warrant that:

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with POF;
3. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
4. You are not on any list of individuals prohibited from conducting business with the United States;
5. You are not prohibited by law from using our Services;
6. You have not committed, been convicted of, or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Services;

7. You are not required to register as a sex offender with any state, federal or local sex offender registry;
8. You do not have more than one account on our Services; and
9. You have not previously been removed from our Services or our affiliates' services by us or our affiliates, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, all authorization to access our Services or systems is automatically revoked, and you must immediately delete your account.

You agree to:

1. Comply with these Terms, and check this page from time to time to ensure you are aware of any change;
2. Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
3. Use the latest version of the Website and/or App;
4. Treat other users in a courteous and respectful manner, both on and off our Services;
5. Be respectful when communicating with any of our customer care representatives or other employees;
6. Review the **Safety Tips**;
7. Review and comply with the **Community Guidelines**, as updated from time to time; and
8. Maintain a strong password and take reasonable measures to protect the security of your login information.

You agree that you will not:

1. Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
2. Use the Services in a way that damages the Services or prevents their use by other users;
3. Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
4. Use our Services for any harmful, illegal, or nefarious purpose, including, but not limited to, using any Virtual Items for purposes of money laundering or other financial crimes;
5. Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
6. Post or share Prohibited Content (see below);
7. Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;

8. Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
9. Use another user's account;
10. Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
11. Violate the terms of the license granted to you by POF (see Section 6 below).
12. Disclose private or proprietary information that you do not have the right to disclose;
13. Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without POF's prior written consent;
14. Express or imply that any statements you make are endorsed by POF;
15. Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
16. Upload viruses or other malicious code or otherwise compromise the security of our Services;
17. Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
18. "Frame" or "mirror" any part of our Services without POF's prior written authorization;
19. Use meta tags or code or other devices containing any reference to POF or the platform (or any trademark, trade name, service mark, logo or slogan of POF) to direct any person to any other website for any purpose;
20. Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;
21. Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
22. Use, access, or publish the POF application programming interface without our written consent;
23. Probe, scan or test the vulnerability of our Services or any system or network;
24. Encourage, promote, or agree to engage in any activity that violates these Terms; or
25. Create a new account after we suspend or terminate your account, unless you receive our express permission.

The license granted to you under these Terms and any authorization to access the Services is automatically revoked in the event that you do any of the above.

Prohibited Content – POF prohibits uploading or sharing content that:

1. Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
2. Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;

3. Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
4. Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
5. Is defamatory, libelous, or untrue;
6. Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, "sugar daddy" or "sugar baby" relationships, links to other websites or premium line telephone numbers);
7. Involves the transmission of "junk" mail or "spam";
8. Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from POF or otherwise;
9. Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
10. Was not written by you or was automatically generated, unless expressly authorized by POF;
11. Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or guardian—for the avoidance of doubt, POF does not allow any minors in photos, and any photo including a minor will be removed;
12. Is inconsistent with the intended use of the Services; or
13. May harm the reputation of POF or its affiliates.

The uploading or sharing of content that violates these Terms ("Prohibited Content") may result in the immediate suspension or termination of your account.

3. CONTENT

It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.

While using our Services, you will have access to: (i) content that you upload or provide while using our Services ("Your Content"); (ii) content that other users upload or provide while using our Services ("Member Content"); and (iii) content that POF provides on and through our Services ("Our Content"). In this agreement, "content" includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users' profiles and in direct messages between users.

3a. YOUR CONTENT

You are responsible for Your Content. Don't share anything that you wouldn't want others to see, that would violate this Agreement, or that may expose you or us to legal liability.

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We encourage you to use caution in disclosing any personal information online.

Your individual profile will be visible to other people around the world, so be sure that you are

Menu



Sign in

Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand and agree that we have no obligation to display or review Your Content.

3b. MEMBER CONTENT

While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and, unless expressly authorized by POF, you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing use to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

3c. OUR CONTENT

POF owns all other content on our Services.

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

POF does not tolerate inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful POF community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services (including, but not limited to, on services operated by our affiliates). We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report User" link on a user's profile or in the messaging experience. You may also email POF Customer Service at csr@pof.com.

As set forth in our [Privacy Policy](#), we may share data between our affiliates for the safety and security of our users and may take necessary actions if we believe you have violated these Terms, including banning you from our Services and/or our affiliates' services (such as Tinder, OkCupid, Match, Meetic, BlackPeopleMeet, LoveScout24, OurTime, Pairs, ParPerfeito, and Twoo; for more details, click [here](#)), and/or preventing you from creating new accounts. You understand and agree that we may not share information with you regarding your account if doing so would potentially impair the safety or privacy of our other users.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

5. PRIVACY

Privacy is important to us. We have a separate policy about it that you should read.

For information about how POF and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

6. RIGHTS YOU ARE GRANTED BY POF

POF grants you the right to use and enjoy our Services, subject to these Terms.

For as long as you comply with these Terms, POF grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by POF and permitted by these Terms and applicable laws. This license and any authorization to access the Service are automatically revoked in the event that you fail to comply with these Terms.

7. RIGHTS YOU GRANT POF

You own all of the content you provide to POF, but you also grant us the right to use Your Content as provided in this Agreement.

By creating an account, you grant to POF a worldwide, perpetual, transferable, sub- licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish,

translate, modify, reformat, incorporate into other works, advertise, distribute and otherwise make available to the general public Your Content, including any information you authorize us to access from Facebook or other third-party sources (if applicable), in whole or in part, and in any way and in any format or medium currently known or developed in the future. POF's license to Your Content shall be non-exclusive, except that POF's license shall be exclusive with respect to derivative works created through use of our Services. For example, POF would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that POF can prevent the use of Your Content outside of our Services, you authorize POF to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is taken and used by third parties outside of our Services. POF is not obligated to take any action with regard to use of Your Content by other users or third parties. POF's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for POF allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to POF regarding our Services, you agree that POF may use and share such feedback for any purpose without compensating you.

You agree that POF may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

You will have the opportunity to purchase products and services from POF. If you purchase a subscription, it will automatically renew - and you will be charged - until you cancel.

POF may offer products and services for purchase through iTunes, Google Play, or other external services authorized by POF (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). POF may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

POF operates a global business, and our pricing varies by a number of factors. We frequently offer promotional rates - which can vary based on region, length of subscription, bundle size and more. We also regularly test new features and payment options.

8a. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google Play account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.

To cancel a subscription: If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not POF. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your POF subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>.

Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your POF subscription and follow the instructions to cancel. You can also request assistance at <https://play.google.com>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, POF may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a POF subscription. In the event that your chargeback or other payment reversal is overturned, please contact Customer Care. POF will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to request a refund. See Section 8d below for more information.

8b. INTERNAL PURCHASES AND SUBSCRIPTIONS

Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize POF to charge the payment method

you provide (your Payment Method). POF may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, POF may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a POF subscription. In the event that your chargeback or other payment reversal is overturned, please contact Customer Care.

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

To cancel a subscription, log in to the Website or App and go to the Account section. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

You may edit your Payment Method information by using the Settings tool and following the link to let your upgrade expire. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. If you reside outside of the Americas, you agree that your payment to POF may be through MTCH Technology Services Limited, and if you reside in the United States, that your payment to POF may be through Plentyoffish Media LLC. Certain users may be entitled to request a refund. See Section 8d below for more information.

8c. VIRTUAL ITEMS

Virtual items are non-refundable and subject to certain conditions.

From time to time, you may have the opportunity to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features including but not limited to tokens that are redeemable for other virtual items, such as Super Yes and Highlight," ("Virtual Item(s)") from POF. You may only purchase Virtual Items from us or our authorized partners through our Services.

Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items

will terminate in accordance with the terms of this Agreement, on the earlier of when POF ceases providing our Services, or your account is otherwise closed or terminated.

POF, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. POF may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. POF shall have no liability to you or any third party in the event that POF exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT POF IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

8d. REFUNDS

Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin, and the EU, EEA, UK, and Switzerland.

Generally, all purchases are final and nonrefundable, and there are no refunds or credits for partially used periods, except if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in the EU, EEA, UK, and Switzerland:

In accordance with local law, you are entitled to a full refund during the 14 days after the subscription begins. Please note that this 14-day period commences when the subscription starts.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel – You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the Company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not POF. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select "Report a Problem." You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact POF Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this

Agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: POF, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us at csr@pof.com or send a facsimile to 214-853-4309).

9. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.

You can delete your account at any time by logging into the Website or App, going to "Help", clicking "Delete account", and following the instructions to cancel your membership. **However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.**

POF reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if POF believes that you have violated these Terms, misused our Services, or behaved in a way that POF regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by POF for any reason, these Terms continue and remain enforceable between you and POF, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

POF does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and review our [Safety Tips](#).

YOU UNDERSTAND THAT POF DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. POF MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. POF RESERVES THE RIGHT TO CONDUCT – AND YOU AUTHORIZE POF TO CONDUCT – ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY POF, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though POF strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other

users, particularly if you decide to communicate off the Service or meet in person.

11. DISCLAIMER

POF's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.

POF PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. POF DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE DISCOVERED OR CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE OR APPROPRIATE FOR YOUR PURPOSES. FURTHERMORE, POF MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

POF ASSUMES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES NOR DOES POF ASSUME ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE WITH THROUGH POF. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. POF IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, HACKING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER DISRUPTION OR MALFUNCTION.

12. DIGITAL MILLENNIUM COPYRIGHT ACT

We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.

POF has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;

4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to **copyright@match.com**, by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

POF will terminate the accounts of repeat infringers.

13. ADS AND THIRD-PARTY CONTENT

Like many subscription-based services, there are ads on our websites.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. POF may also provide non-commercial links or references to third parties within its content. POF is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, POF is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. POF is not responsible or liable for such third parties' terms or actions.

14. LIMITATION OF LIABILITY

POF's liability is limited to the maximum extent allowed by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL POF, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, FIXED, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE CONDUCT OR CONTENT OF ANY USERS OR THIRD PARTIES ON OR THROUGH ANY OF OUR AFFILIATES' SERVICES OR IN CONNECTION WITH THE SERVICES; OR (III) ANY UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF POF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL POF'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO POF FOR THE SERVICES DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST POF, WHETHER STATUTORY, IN LAW OR IN EQUITY, IN ANY TRIBUNAL. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE APPLIES (i) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED (WHETHER DEFAULT, CONTRACT, TORT, STATUTE, OR OTHERWISE), (ii) IRRESPECTIVE OF THE TYPE OF BREACH OF RIGHTS, PRIVILEGES, OR OBLIGATIONS, AND (iii) WITH RESPECT TO ALL EVENTS, THE SERVICE, AND THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION SECTION

In the unlikely event that we have a legal dispute, here is how the Parties agree to proceed, except where prohibited by applicable law.

Any Subsection in this Dispute Resolution Section that is prohibited by law shall not apply to the users residing in that jurisdiction, including Subsections 15b, 15c, 15d, and 15e, which shall not apply to users residing within the EU, EEA, UK, or Switzerland. The online dispute settlement platform of the European Commission is available under <http://ec.europa.eu/odr>. POF does not take part in dispute settlement procedures in front of a consumer arbitration entity for users residing in the EU, EEA, UK, or Switzerland.

15a. INFORMAL DISPUTE RESOLUTION PROCESS

If you are dissatisfied with our Services for any reason, please contact POF Customer Service first so we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a dispute, claim or controversy against POF, these terms will apply. For purposes of this Dispute Resolution Process and Arbitration Procedures set forth in Section 15, "POF" shall include our affiliates, employees, licensors, and service providers.

POF values its relationship with you and appreciates the mutual benefit realized from informally resolving Disputes (as defined below). Before formally pursuing a Dispute in arbitration or small claims court, you agree to first send a detailed notice ("Notice") to Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA. If POF has a Dispute with you, POF agrees to first send a Notice to you at your most recent email address on file with us, or if no email address is on file, other contact information associated with your account. Your Notice must contain all of the following information: (1) your full name; (2) information that enables POF to identify your account, including a picture or screenshot of your profile, your address, mobile phone number, email address, and date of birth you used to register your account if any; and (3) a detailed description of your Dispute, including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any). You must personally sign this Notice for it to be effective. POF's Notice must likewise set forth a detailed description of its Dispute, which shall include the nature and factual basis of its claim(s) and the relief it is seeking, with a corresponding calculation of our damages (if any). You and POF agree to then negotiate in good faith in an effort to resolve the Dispute. As part of these good faith negotiations, if POF requests a telephone conference with you to discuss your Dispute, you agree to personally participate, with your attorney if you're represented by counsel. Likewise, if you request a telephone conference to discuss POF's Dispute with you, POF agrees to have one representative participate. This informal process should lead to a resolution of the Dispute. However, if the Dispute is not resolved within 60 days after receipt of a fully completed Notice and the Parties have not otherwise mutually agreed to an extension of this informal dispute resolution time period, you or POF may initiate an arbitration (subject to a Party's right to elect small claims court as provided below).

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action. Failure to do so is a breach of this Agreement. The statute of limitations and any filing fee deadlines will be tolled while you and POF engage in this

informal dispute resolution process. Unless prohibited by applicable law, the arbitration provider, National Arbitration and Mediation ("NAM"), shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of this informal dispute resolution process were fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action.

15b. INDIVIDUAL RELIEF: CLASS ACTION AND JURY TRIAL WAIVER

TO THE FULLEST EXTENT ALLOWABLE BY LAW, YOU AND POF EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF INDIVIDUAL ARBITRATION (EXCEPT FOR SMALL CLAIMS COURT AS PROVIDED ABOVE). YOU AND POF EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS, INCLUDING ANY CURRENTLY PENDING ACTIONS AGAINST POF. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL BASIS. THE ARBITRATOR CAN AWARD THE SAME RELIEF AVAILABLE IN COURT PROVIDED THAT THE ARBITRATOR MAY ONLY AWARD FINAL RELIEF (INCLUDING INJUNCTIVE OR DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE FINAL RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD FINAL RELIEF FOR, AGAINST, OR ON BEHALF OF ANYONE WHO IS NOT A PARTY TO THE ARBITRATION ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. IF A COURT DETERMINES THAT ANY OF THESE PROHIBITIONS IN THIS PARAGRAPH ARE UNENFORCEABLE AS TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), AND ALL APPEALS OF THAT DECISION ARE EXHAUSTED OR THE DECISION IS OTHERWISE FINAL, THEN YOU AND POF AGREE THAT THAT PARTICULAR CLAIM OR REQUEST FOR RELIEF SHALL PROCEED IN COURT BUT SHALL BE STAYED PENDING INDIVIDUAL ARBITRATION OF THE REMAINING CLAIMS FOR RELIEF THAT YOU HAVE BROUGHT. IF THIS SPECIFIC PARAGRAPH IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION (EXCEPT FOR THE JURY TRIAL WAIVER AND THE INFORMAL DISPUTE RESOLUTION PROCESS) SHALL BE NULL AND VOID. THIS PARAGRAPH IS AN ESSENTIAL PART OF THIS ARBITRATION AGREEMENT.

15c. DISPUTE RESOLUTION THROUGH ARBITRATION OR SMALL CLAIMS COURT

Any dispute, claim, or controversy between you and POF (that is not resolved informally by POF Customer Service or as provided under subsection 15a above) that arises from or relates in any way to this Agreement (including any alleged breach of this Agreement), the Services, or our relationship with you (collectively, "Dispute"), shall be exclusively resolved through BINDING INDIVIDUAL ARBITRATION except as specifically provided otherwise in this Dispute Resolution Section. "Dispute" as used in this Agreement shall have the broadest possible meaning and include claims that arose before the existence of this or any prior Agreement and claims that arise during the term of this Agreement or after the termination of this Agreement.

Notwithstanding the foregoing, either you or POF may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court's jurisdiction shall be determined by the small claims court. All other issues (except as otherwise provided herein) are

exclusively for the Arbitrator to decide, including but not limited to scope and enforceability of this Dispute Resolution Section, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed. If you or POF challenges the small claims court election in your Dispute, and a court of competent jurisdiction determines that the small claims court election is unenforceable, then such election shall be severed from this Agreement as to your Dispute. However, such court determination shall not be considered or deemed binding with respect to POF's other contracting parties.

Any court proceeding to enforce this Dispute Resolution Section 15, including any proceeding to confirm, modify, or vacate an arbitration award, must be commenced in accordance with Section 17. In the event Dispute Resolution Section 15 is for any reason held to be unenforceable, any litigation against POF (except for small claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to those courts' exercise of personal jurisdiction over you for such purposes and waive any claim that such courts constitute an inconvenient forum.

15d. INDIVIDUAL ARBITRATION AND MASS ARBITRATION PROTOCOLS

This subsection 15d applies to Disputes that are submitted to NAM after fully completing the informal Notice and Dispute resolution process described in subsection 15a above and when no small claims court election is made by either Party. Any arbitration between you and POF shall be administered by NAM in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time any demand for arbitration is filed with NAM, as modified by this Dispute Resolution Section 15. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM at NAM's National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address commercial@namadr.com. If NAM is unable or unwilling to perform its duties under this Agreement, the parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM's role consistent with this Agreement. If the parties are unable to agree, they will petition a court of competent jurisdiction to appoint an administrator that will assume NAM's duties under this Agreement.

The Parties agree that the following procedures will apply to any Arbitrations initiated under this Dispute Resolution Section:

1. **Commencing an Arbitration** – To initiate an arbitration, you or POF shall send to NAM a demand for arbitration ("Demand for Arbitration") that describes the claim(s) and request for relief in detail, consistent with the requirements in this Agreement and NAM Rules. If you send a Demand for Arbitration, you shall also send it to POF at Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA, within 10 days of delivery of the Demand for Arbitration to NAM. If POF sends a Demand for Arbitration, we will also send it to your mailing address on file with us within the same 10-day period. If your mailing address is unavailable, we will send it to your email address on file, or if no email address is on file, other contact information associated with your account. The arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any such demand for arbitration that fails to certify in writing that the Party meets the requirements of Dispute Resolution Section 15 or if either Party elects small claims court as set forth above.

2. **Fees** – The payment of all fees shall be governed by the NAM Rules, except to the extent that the case is a part of a Mass Filing (as defined below) or the NAM fees and costs (including Arbitrator fees) paid by either Party are reallocated upon order of the Arbitrator following a determination that (a) either Party breached Section 15 of this Agreement, (b) such reallocation is called for under this Agreement, or (c) reallocation is otherwise permitted under applicable law. Upon a showing to POF of your financial hardship we will consider a good faith request made by you to pay your portion of the applicable consumer portion of the filing fee. POF is committed to ensuring that arbitration costs to consumers do not serve as a barrier to the adjudication of disputes. If POF initiates an arbitration against you, we shall pay all fees.
3. **The Arbitrator** – The arbitration shall be conducted by a single, neutral arbitrator (the “Claim Arbitrator”), as assisted by any Process Arbitrator appointed under NAM Rules. (The term “Arbitrator” applies to both the Claim Arbitrator and the Process Arbitrator). If a hearing is elected by either Party, the Arbitrator shall be in or close to the location in which you reside. The Arbitrator is bound by and shall adhere to this Agreement. In the event NAM Rules conflict with this Agreement, the terms of this Agreement shall control. If the Arbitrator determines that strict application of any term of Section 15 of this Agreement (except for the small claims election, which shall be determined by the small claims court) would result in a fundamentally unfair arbitration (the “Unfair Term”), then the Arbitrator shall have authority to modify the Unfair Term to the extent necessary to ensure a fundamentally fair arbitration that is consistent with the Terms of Use (the “Modified Term”). In determining the substance of a Modified Term, the Arbitrator shall select a term that comes closest to expressing the intention of the Unfair Term.
4. **Dispositive Motions** – The Parties agree that the Claim Arbitrator shall have the authority to consider dispositive motions without an oral evidentiary hearing. Dispositive motions may be requested under the following circumstances: (a) within 30 days after the Claim Arbitrator’s appointment, a Party may request to file a dispositive motion based upon the pleadings; and (b) no later than 30 days prior to the evidentiary hearing, a Party may request to file a dispositive motion for summary judgment based upon the Parties’ pleadings and the evidence submitted.
5. **Discovery** – Each Party may (a) serve up to five requests for relevant, non-privileged documents from the other Party; and (b) request that the other Party provide verified responses to no more than 5 relevant interrogatories (including subparts). Unless both Parties agree otherwise, no other forms of discovery (including depositions) may be utilized. Any such discovery requests must be served on the other Party within 21 days after the Claim Arbitrator’s appointment. The responding Party shall provide the requesting Party with all responsive, non-privileged documents, responses signed by the Party themselves to the requested interrogatories, and/or any objections to the requests within 30 days after receipt of the requests, or, in the event of an objection to any discovery request, 30 days after the Claim Arbitrator resolves the dispute. In the event either Party requests that the Claim Arbitrator consider a dispositive motion on the pleadings, such written discovery response deadlines shall be extended until 30 days following the Claim Arbitrator’s final decision on such dispositive motion. Any disputes about discovery or requests for extensions shall be submitted promptly to the Claim Arbitrator for resolution. In ruling on any discovery dispute or extension

request, the Claim Arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort that would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.

6. **Confidentiality** – Upon either Party's request, the Arbitrator will issue an order requiring that confidential information of either Party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal.
7. **Arbitration Hearing** – You and POF are entitled to a fair evidentiary hearing (i.e. trial) before the Claim Arbitrator. Arbitration proceedings are usually simpler, less costly, and more streamlined than trials and other judicial proceedings. The Parties agree to waive all oral hearings and instead submit all disputes to the Claim Arbitrator for an award based on written submissions and other evidence as the Parties may agree, unless a Party requests an oral hearing within 10 days after the Respondent files a response. If an oral evidentiary hearing is requested, both Parties must be personally present at the hearing, regardless of whether either Party has retained counsel. Both Parties must personally attend the hearing. Either Party's failure to personally attend the hearing, without a continuance ordered by the Claim Arbitrator for good cause, will result in a default judgment taken against that Party.
8. **Arbitration Award** – Regardless of the format of the arbitration, the Claim Arbitrator shall provide a reasoned decision, in writing within 30 days after the hearing or, if no hearing is held, within 30 days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award. The arbitration award is binding only between you and POF and will not have any preclusive effect in another arbitration or proceeding that involves a different Party. The Claim Arbitrator may, however, choose to consider rulings from other arbitrations involving a different Party. The Arbitrator may award fees and costs as provided by the NAM Rules or to the extent such fees and costs could be awarded in court. This includes but is not limited to the ability of the Arbitrator to award fees and costs if the Arbitrator determines that a claim or defense is frivolous or was brought for an improper purpose, for the purpose of harassment, or in bad faith.
9. **Offer of Settlement** – The Respondent may, but is not obligated to, make a written settlement offer to the opposing Party any time before the evidentiary hearing or, if a dispositive motion is permitted, prior to the dispositive motion being granted. The amount or terms of any settlement offer may not be disclosed to the Claim Arbitrator until after the Claim Arbitrator issues an award on the claim. If the award is issued in the opposing Party's favor and is less than the Respondent's settlement offer or if the award is in the Respondent's favor, the opposing Party must pay the Respondent's costs incurred after the offer was made, including any attorney's fees. If any applicable statute or caselaw prohibits the flipping of costs incurred in the arbitration, then the offer in this provision shall serve to cease the accumulation of any costs that claimant may be entitled to for the cause of action under which it is suing.
10. **Mass Filing** – If, at any time, 25 or more similar demands for arbitration are asserted against POF or related parties by the same or coordinated counsel or entities ("Mass Filing"), consistent with the definition and criteria of Mass Filings set forth in the NAM's

Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules", available at <https://www.namadr.com/resources/rules-fees-forms/>), the additional protocols set forth below shall apply.

- i. If you or your counsel file a Demand for Arbitration that fits within the definition of Mass Filing referred to above, then you agree that your Demand for Arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your Dispute might be delayed and that any applicable statute of limitations shall be tolled from the time at which the first cases are chosen to proceed until your case is chosen for a bellwether proceeding.
- ii. NAM's Mass Filing Rules shall apply if your Dispute is deemed by NAM, in its sole discretion pursuant to its Rules and this Dispute Resolution Section, to be part of a Mass Filing. Such election for NAM's Mass Filing Rules and related fee schedule must be made by either you or POF in writing and submitted to NAM and all Parties.
- iii. **Bellwether Proceedings. Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. Counsel for the Mass Filings claimants (including you) and counsel for POF shall each select 15 Demands for Arbitration (30 total), and no more than 30 arbitrations shall be filed, processed, adjudicated, or pending at the same time, with each of the 30 individual arbitrations presided over by a different Claim Arbitrator, in a first set of bellwether proceedings. During this time, no other Demands for arbitration that are part of the Mass Filings may be filed, processed, adjudicated, or pending. If the Parties are unable to resolve the remaining Demands for Arbitration after the first set of bellwether proceedings are arbitrated or otherwise resolved, then counsel for the Claimants and counsel for POF shall each select an additional 15 Demands for Arbitration (30) total to be filed, processed, and adjudicated as individual arbitrations, with each of the 30 arbitrations presided over by a different Claim Arbitrator, in a second set of bellwether proceedings. During this time, no other Demands for Arbitration that are part of the Mass Filings may be filed, processed, or adjudicated. This staged process of bellwether proceedings, with each set including 30 Demands for Arbitration adjudicated on an individual basis, shall continue until each Demand included in the Mass Filings (including your Demand for Arbitration) is adjudicated or otherwise resolved. Fees associated with a Demand for Arbitration included in the Mass Filings, including fees owed by POF and the claimants (including you), shall only be due after your Demand for Arbitration is chosen as part of a set of bellwether proceedings and therefore properly designated for filing, processing, and adjudication. Any applicable statute of limitations shall be tolled beginning when you initiate the informal dispute resolution process set forth in subsection 15a of the Agreement, and if the first Mass Filings' Demands for Arbitration are chosen for the initial set of bellwether proceedings have been filed, your claims will remain tolled until your Demand for Arbitration is decided, withdrawn, or is settled. A court of competent jurisdiction located in a venue allowed under Section 17 of the Agreement shall have the power to enforce this subsection.**
- iv. You and POF agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and POF acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere Disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

15e. FUTURE CHANGES AND RETROACTIVE APPLICATION

This Dispute Resolution Section 15 applies to all Disputes between the Parties, including for any claims that accrued against you or POF prior to the time of your consent to this Agreement and to any claims that accrue against you or POF after your consent to this Agreement.

Notwithstanding any provision in this Agreement to the contrary, you may elect to opt out of the retroactive application of this Dispute Resolution Section 15 as to claims that have accrued against you or against POF prior to the time of your consent to this Agreement. You may opt out by sending us written notice, within 30 days of the time you consent to this Agreement, to the following email address: OptOut@pof.com. Please do not direct any customer support inquiries to OptOut@pof.com, as they will not be addressed; such inquiries should be directed to Customer Service at csr@pof.com. You must include information sufficient to identify your account(s), such as the email address or phone number associated with your account(s), and should include a statement that you are opting out of the retroactive application of this Dispute Resolution Section 15. Please note: if you opt out of the retroactive application of this Dispute Resolution Section 15, you will still be subject to and bound by any Dispute Resolution Sections and Arbitration Procedures you previously agreed to, including any arbitration provisions, class action waivers, and retroactive application sections. Also, regardless of whether you opt out of the retroactive application of these changes, the Parties will resolve any claims that accrue against you or POF after your consent to this Agreement in accordance with this Dispute Resolution Section.

16. GOVERNING LAW

Texas law and the Federal Arbitration Act will apply to any Dispute (except where prohibited by law).

To the fullest extent allowable by law, the laws of Texas, U.S.A., without regard to its conflict of laws rules, shall apply to any Dispute arising out of or relating to this Agreement or our Services. For the avoidance of doubt, for users residing outside of the United States, the choice of Texas governing law shall not supersede any mandatory consumer protection legislation in the jurisdiction where you resided at the time you accepted this Agreement. Notwithstanding the foregoing, the Dispute Resolution Process set forth in Section 15 shall be governed by the Federal Arbitration Act.

17. VENUE/FORUM SELECTION

To the fullest extent allowable by law, any claims that are not arbitrated for any reason must be litigated in Dallas County, Texas (except for claims filed in small claims court, or for users residing in the EU, EEA, UK or Switzerland or another jurisdiction where prohibited by law).

Except where prohibited by law, including for users residing in the EU, EEA, UK or Switzerland, who may bring claims in their country of residence in accordance with applicable law, and except for claims that are heard in a small claims court as set forth in Section 15, any claims arising out of or relating to this Agreement, to our Services, or to your relationship with POF that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in Dallas County, Texas, U.S.A. You and POF consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

18. INDEMNITY BY YOU

You agree to indemnify POF if a claim is made against POF due to your actions.

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless POF, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, your Content, your conduct toward other users, or your breach of this Agreement.

19. ACCEPTANCE OF TERMS

By using our Services, you accept the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our **Privacy Policy**, **Cookie Policy**, **Community Guidelines**, and **Safety Tips** (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, you are not entitled to use our Services.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require.

20. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements or representations.

These Terms, with the **Privacy Policy**, **Cookie Policy**, **Community Guidelines**, and **Safety Tips**, and any Additional Terms Upon Purchase, contain the entire agreement between you and POF regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your POF account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind POF in any manner.

21. SPECIAL STATE TERMS

Special terms apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin

For subscribers residing in New York:

- The Services do not guarantee any number of "referrals" – rather, the functionality of the Services is such that the subscriber can view as many profiles as he/she

- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our **Privacy Policy**;
- You may review the New York Dating Service Consumer Bill of Rights **here**;

For subscribers residing in North Carolina:

- You may review the North Carolina Buyer's Rights **here**.

For subscribers residing in Illinois, New York, North Carolina, and Ohio:

- Our Services are widely available in the United States – if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel – You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the Company notice in the same manner as you request a refund as described above in Section 8.

POF Supplemental Terms of Use (LIVE!)

Effective: October 20, 2019

1. These Supplemental Terms of Use supplement and are in addition to the Terms of Use Agreement that you have already agreed to as a POF user, and apply only to your use

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of the POF LIVE! service (the "LIVE! Services"). In addition to these Supplemental Terms of Use, your use of the LIVE! Services are governed by the Plenty of Fish Terms of Use Agreement (including, but not limited to, as a component of the "Services"), the **Plenty of Fish Privacy Policy**, the **Plenty of Fish Community Guidelines**, and the **MeetMe Terms and Conditions and Privacy Policy**, we reserve the right to modify, amend, or change the Supplemental Terms of Use at any time.

2. You understand and agree that the LIVE! Services will be provided by The Meet Group, Inc., and that by accessing the LIVE! Services you will be viewing content that may be provided by either a POF or Meet Group user, and that your content may be viewed by either a POF or Meet Group user.
3. You understand and agree that the Meet Group, Inc. will act as the provider of the services and as the controller of any data or content that you provide or generate through the LIVE! Services, and as such, except for the purchases made through POF, you understand and agree POF will not be liable to you in any way, under any theory of liability, or for any amounts, and any such liability will be governed by the **MeetMe Terms and Conditions and Privacy Policy**.
4. Because the LIVE! Services are hosted separately, certain of your settings in POF may not transfer over to the LIVE! Services. For example, hiding your profile in POF will not hide your profile on the LIVE! Services, and after hiding your profile on POF you may continue to be displayed on leaderboards on the LIVE! Services, or when you use the LIVE! Services for viewing or streaming.
5. From time to time, as part of the LIVE! Services, you may have the opportunity to buy "Live Credits". For the avoidance of doubt, such Live Credits are "Virtual Items" as set forth in Section 8(c) of the Plenty of Fish Terms of Use Agreement. The Live Credits are usable only on the LIVE! Services, and are not usable on the POF platform. Use of the Live Credits is expressly subject to the Gifts section of the **MeetMe Terms and Conditions and Privacy Policy**. ALL PURCHASES OF THE LIVE CREDITS ARE FINAL AND NON-REFUNDABLE. UNUSED LIVE CREDITS EXPIRE 180 DAYS FROM THE DATE OF PURCHASE.
6. To the extent that you receive gifts as part of your use of the LIVE! Services, the receipt of such gifts and the ability to cash out such gifts are governed exclusively by the **MeetMe Terms and Conditions and Privacy Policy**; for the avoidance of doubt, you agree to look solely to The Meet Group, Inc. to resolve any and all issues surrounding your receipt or cash out of any gifts received.

| | COMMUNITY | HELP | COMPANY |
|------------------------------|----------------------------|------------------|-----------------------|
| Plenty of Fish | Guidelines | Help Centre | Press |
| Instagram | Success stories | Conversation | Careers |
| Plenty of Fish Facebook page | Dating for Gay Singles | Safety | The Latest Catch blog |
| Plenty of Fish Twitter | Dating for Lesbian Singles | Security | |
| | Dating for Seniors | | |
| | Catholic Singles | | |
| | Christian Singles | | |
| | Blind Dating | | |
| | Date Ideas | | |
| | Dating for Fitness Singles | | |
| | Jewish Singles | | |
| | Speed Dating | | |
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| Intellectual property | | Danish | Swedish |
| Publication details | | German | |

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EXHIBIT G

Cookie Policy

At Plenty of Fish, we believe in being clear and open about how we collect and process data about you. This page is designed to inform you about our practices regarding cookies, and to explain how you can manage them.

You already know everything there is to know about cookies and just want to adjust your settings? No problem. Head [here](#) to update your website cookie settings, and go to your account settings in the app to adjust your privacy preferences there.

You want to know more about cookies and how we use them? Happy to explain! Keep on reading.

Note: this Cookie Policy does not address how we process your personal information outside of our use of cookies. To learn more about how we process your personal information, please read our Privacy Policy, [here](#).

What are cookies?

Cookies are small text files that are sent to or accessed from your web browser or your device's memory. A cookie typically contains the name of the domain (Internet location) from which the cookie originated, the "lifetime" of the cookie (i.e., when it expires) and a randomly generated unique number or similar identifier. A cookie may also contain information about your device, such as user settings, browsing history and activities conducted while using our services.

Are there different types of cookies?

First-party and third-party cookies

There are first-party cookies and third-party cookies. First-party cookies are placed on your device directly by us. For example, we use first-party cookies to adapt our website to your browser's language preferences and to better understand your use of our website. Third-party cookies are placed on your device by our partners and service providers. You can learn more about these partners and service providers via our website and in-app consent management tools. For details on these tools, see "[How can you control cookies?](#)" below.

Session and persistent cookies

There are session cookies and persistent cookies. Session cookies only last until you close your browser. We use session cookies for a variety of reasons, including to learn more about your use of our website during one single browser session, and to help you use our website more efficiently. Persistent cookies have a longer lifespan and last beyond the current session. These types of cookies can be used to help you quickly sign in to our website again, for analytical purposes and for other reasons, described below.

What about other tracking technologies, such as web beacons and SDKs?

Other technologies such as web beacons (also called pixels, tags or clear gifs), tracking URLs or software development kits (SDKs) are used for similar purposes as cookies. Web beacons are tiny

graphics files that contain a unique identifier, enabling us to recognise when someone has visited our service or opened an email we've sent them. Tracking URLs are custom-generated links that help us understand where the traffic to our webpages comes from. SDKs are small pieces of code included in apps, which function like cookies and web beacons.

For simplicity, we also refer to these technologies as "cookies" in this Cookie Policy.

What do we use cookies for?

Like other providers of online services, we use cookies to provide, secure and improve our services, including by remembering your preferences, recognising you when you visit our website, measuring the success of our marketing campaigns and personalising and tailoring ads to your interests. To achieve these aims, we may also link information from cookies with other personal information we hold about you.

When you use our services, some or all of the following types of cookies may be set on your device.

| Cookie type | Description |
|---------------------------------|--|
| Essential cookies | These cookies are strictly necessary to provide our services to you, such as enabling you to log in, remembering your preferences and keeping you safe by detecting malicious activity. |
| Analytics cookies | These cookies help us understand how our services are being used, and help us customise and improve our services for you. |
| Advertising & marketing cookies | These cookies are used to determine how effective our marketing campaigns are, and to make the ads you see more relevant to you. They perform functions like helping us understand how much traffic our marketing campaigns drive on our services, preventing the same ad from continuously re-appearing, ensuring that ads are properly displayed for advertisers, selecting advertisements relevant to you and measuring the number of ads displayed and their performance, such as how many people have interacted with a given ad. |
| Social networking cookies | These cookies are used to enable you to share pages and content that you find interesting on our services through third-party social networking and other websites or services. These cookies may also be used for advertising purposes. |

How can you control cookies?

There are several cookie management options available to you. Please note that changes you make to your cookie preferences may result in using our services becoming a less satisfying experience, as they may no longer be as personalised. In some cases, you may even find yourself unable to use all or part of our services.

Tools we provide

You can set and adjust your cookie preferences at any time, by using the tool available **on our website** for web cookie preferences and by heading to your account settings in the app and adjusting your app cookie preferences there.

Browser and device controls

Some web browsers provide settings that allow you to control or reject cookies, or that alert you when a cookie is placed on your computer. The procedure for managing cookies is slightly different for each Internet browser. You can check the specific steps in your particular browser's help menu.

You may also be able to reset device identifiers or opt out from having identifiers collected or processed by using the appropriate setting on your mobile device. The procedures for managing identifiers are slightly different for each device. You can check the specific steps in the help or settings menu of your particular device.

Interest-based advertising tools

Advertising companies may participate in self-regulatory programmes that allow you to opt out of any interest-based ads involving them. For more information on this, you can visit the following sites: **Digital Advertising Alliance**; **Interactive Digital Advertising Alliance**; **Appchoices** (apps only).

Opting out does not mean you will not see advertising – it means you won't see personalised advertising from the companies that participate in these opt-out programmes. Also, if you delete cookies on your device after you've opted out, you will need to opt out again.

Google™ Cookies

Google™ Maps API Cookies

Some features of our website and some Plenty of Fish's services rely on the use of Google™ Maps API Cookies. Such cookies will be stored on your device.

When browsing this website and using the services relying on Google™ Maps API cookies, you consent to the storage and collection of such cookies on your device and to the access, usage and sharing by Google of the data collected thereby.

Google™ manages the information and your choices pertaining to Google™ Maps API Cookies via an interface separate from that supplied by your browser. For more information, please see <https://www.google.com/policies/technologies/cookies/>.

Google Analytics

We use Google Analytics – a Google service that uses cookies and other data collection technologies to collect information about your use of the website and services, in order to report website trends.

For more information on how Google collects and processes data, visit <https://policies.google.com/technologies/partner-sites>. You can opt out of Google Analytics by downloading the Google Analytics opt-out browser add-on at <https://tools.google.com/dlpage/gaoptout> and opt out of Google's ad personalisation at <https://adssettings.google.com/>.

How to contact us?

If you have questions about this Cookie Policy, here's how you can get in touch with us:

If you live in the European Economic Area, the United Kingdom or Switzerland:

By post:

Data Protection Officer
MTCH Technology Services Limited
Plenty of Fish
Block D, Iveagh Court
Harcourt Road, Dublin 2
Ireland

If you live in Japan:

Online: [here](#)

By post:

Data Protection Officer
MG Japan Services GK
c/o Match Group, LLC
8750 North Central Expressway
Suite 1400
Dallas, TX 75231
United States

If you live outside the European Economic Area, the United Kingdom, Switzerland and Japan:

Online: [here](#)

By post:

Data Protection Officer
Match Group, LLC
Plenty of Fish
8750 North Central Expressway
Suite 1400
Dallas, TX 75231
United States

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| Plenty of Fish Twitter | Dating for Lesbian Singles | Security | |
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